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CURRENT TOPICS.

As AN illustration of the state of business of the Court of Appeal, it may be noted that the case of *Oliver* v. *Bank of England*, on which we commented last week, was argued before that court exactly twelve months after the argument took place before Mr. Justice KEKEWICH.

IN THE COURSE of a recent case Mr. Justice KEKEWICH commented on the practice of solicitors and their clerks making pencil alterations and marks upon original documents and office copies of orders, and laid it down as "a sermon in practice" that original documents and office copies of orders should never be marked or altered in any way. His lordship pointed out the inconvenience resulting from this practice, and said he had always made it a rule never to mark such documents himself, and that where he desired to mark any passage in a document, he always obtained a copy which he could mark without causing inconvenience to other persons. He desired to call the attention of members of the profession to this matter, and expressed a hope that in future they would follow the same course that he himself adopted.

A REPRINT in the *Times* of the 4th inst. from the copy of that paper for the corresponding day in 1802 raises an interesting question as to the conditions under which conveyancing counsel then worked. The Duke of BEDFORD had met with an accident at Woburn, on a Friday, which seriously endangered his life. Had he taken advantage of the medical assistance at hand, he might, it seems, have been saved; but he insisted on waiting for a particular doctor, and in the result he died. He continued sensible, however, till the last moment, and "Mr. GOTOBED and Mr. BUTLER," says the *Times*, "arrived at Woburn early on Monday morning to prepare his will, which was completed." This looks as though Mr. GOTOBED took his conveyancing

counsel with him to the testator's house—probably to his bedside. The *Law List* for 1802 gives among the London attorneys, "JOHN GOTOBED, THOMAS GOTOBED, PEARCE BROWN, and SAM BROWN," of 15, Norfolk-street, Strand, and either JOHN or THOMAS was doubtless the Duke of BEDFORD's solicitor. The name does not now appear in the London list. The only BUTLER in the list of attorneys was HENRY PEARCH BUTLER, but he was first clerk in the Marlborough-street police office, and was not likely to be employed in this manner. On the other hand, the list of counsel contains the entry "BUTLER, CHAS., Esq., 12, Lincoln's-inn, New-square, Conveyancer," and it is probable that it was this eminent conveyancer whom Mr. GOTOBED took down to Woburn to settle the dying nobleman's will. According to the Dictionary of National Biography, BUTLER commenced to practise in 1775, though it was not till 1791 that an Act, passed for the relief of Roman Catholics, enabled him to be called to the bar. By this time he had already finished his share—the concluding part—of Hargraves' Coke upon Littleton. "He would steal," says the writer in the Dictionary, "from his home, even in mid-winter, at four in the morning, taking his lantern, lighting the fire in his chamber, and setting doggedly to work till breakfast time. The whole of the day afterwards was given to the ordinary routine of business." This was after the pattern of COKE himself, and goes far to account for BUTLER's literary and professional eminence. The visit to Woburn would be an unwonted change from the undeviating toil of Lincoln's-inn.

AN ACTION such as *Oakman* v. *Belden* (94 Maine Reports), which was recently decided by the Supreme Judicial Court of Maine, would, we think, cause much surprise in this country, and much alarm among mothers-in-law. It was an action on the case by a husband for the alienation of the affections of his wife by her parents, who were the defendants. The plaintiff alleged that the defendants unjustifiably interfered in his domestic affairs, and with intent to break up the harmonious and affectionate relations existing between him and his wife, wrongfully enticed, advised, and procured her to leave him, which she did. The defendants, on the other hand, denied that they persuaded their daughter to leave her husband, and urged that, having regard to their daughter's age and condition of health, and the cruel and abusive conduct of the plaintiff towards her, endangering her health and destroying her peace of mind, they were justified in doing what the plaintiff alleged they did, assuming his statement to be true. It was admitted that the marriage was clandestine and against the will of the defendants, and that the wife returned to their home not later than three weeks after the marriage and had since remained there. At the trial the jury were instructed that if the separation of the plaintiff's wife from him was the result of the actual interference of the parents—"if the wife would have gone back if it had not been for their interference, either by threats, persuasion, or arguments, they had done him wrong, and he was entitled to compensation for that wrong." The jury gave their verdict for the plaintiff, with 1,154 dollars damages. The defendants excepted to the ruling of the judge at the trial as erroneous, and the Supreme Court, after argument, adopted this view, saying that if the parents acted in good faith for their daughter's good, believing upon reasonable grounds that the further continuance of the marriage relation tended to injure her health or destroy her peace of mind, they were not liable, and the instruction of the judge at the trial, unqualified as it was, was erroneous.

THE ODD thing is that the action appears to be in accordance with the common law. In a case which came before the Court of Common Pleas in 1745—*Winsmore* v. *Greenbank* (Willes, 577)—the defendant alleged that, his wife having left him and lived apart from him, during which time a considerable fortune was left for her separate use, and she was willing to return to the plaintiff, whereby he would have had the benefit of her fortune, the defendant, in order to prevent the plaintiff from receiving any benefit from his wife's fortune, and the wife from being reconciled to him, unlawfully and unjustly procured and enticed the wife to continue absent from the plaintiff, and she did continue absent from the plaintiff, whereby the plaintiff lost the comfort, aid, and society of his wife, and the profit and advantage of her fortune. The jury gave the plaintiff £3,000 damages, and the court said that there was no doubt that the action would lie and upheld the verdict. But this form of action does not seem to have been popular in England, and considering the number of cases in which a wife must have left her husband and joined her relations, it is clear that the husband must have resorted to some other remedy. A reason may be found for this in the introduction of separation deeds, and in the relief afforded by the Divorce Court; but the action itself seems to belong to a period when the wife was considered as part of her husband's property. It was, of course, decided in *Lumley* v. *Gye* (2 E. & B. 216) that an action may be brought against a defendant for maliciously inducing a third person to break his contract with the plaintiff, and it may be contended that to procure a breach of the marriage contract should stand on the same footing and be properly the subject of an action. But in the case of an ordinary contract, it is much more likely that the person who procures the breach of contract should be acting for his own personal advantage than as a relation or friend who advises a wife to remain apart from her husband. It appears, however, that such actions are occasionally brought in the United States, and that the wife has been allowed to sue those who entice away her husband.

WE PRINT elsewhere a correspondence between Messrs. DOWSON, AINSLIE, & MARTINEAU and the Land Registry Office with respect to the preparation of plans for filing in the registry which will be read with interest. It will be remembered that under rule 2 of the Land Transfer Rules, in the case of corporeal hereditaments, the title to which is registered, a plan of the land is to be filed in the registry. Rule 17 requires that an application for registration with a possessory title must be accompanied by sufficient particulars, by plan or otherwise, to enable the land to be fully identified on the ordnance map, rule 209 providing that this map, on the largest scale published, shall be the basis of all registered descriptions of land. Then rule 19 provides that when an application complying with rule 17 has been delivered, *and the entries and plan have been duly settled*, the registration shall be effected as of the day of application. It is the contention of the registrar that the words in italics imply that the entries and plans are to be settled with the approval of the applicant or his solicitor, and that the registrar is entitled to decline to proceed with a registration until such approval has been given. Messrs. DOWSON, AINSLIE, & MARTINEAU, on the other hand, maintain that the responsibility for the plan may be left to the registry, and that the officials are not at liberty to shift it on to the applicant's solicitors by calling for their approval. The general provisions with respect to plans are contained in rules 209 to 221, and no doubt rule 215, under which a plan is not to be accepted for registration until it has been approved in the registry, contemplates that the plan for filing may be prepared by the applicant. But there appears to be no rule which specifically throws this duty on the applicant, and, in fact, it is undertaken by the registry office. The applicant appears to have done all that is in strictness required of him when he has furnished particulars under rule 17 for identifying the land on the ordnance map. It is for the registry to comply with rule 2 by preparing a map for filing, and though an applicant will often be willing to check the work of the officials, yet the responsibility for the accuracy of the plan is primarily on them. Under rule 216 the duty of revising the ordnance map, where this is necessary for the preparation of the plan, is specifically imposed on the registry.

A QUESTION of some importance to solicitors with regard to trustee costs was decided by KEKEWICH, J., in the case of *Re Devereux* (reported elsewhere). A testator directed, somewhat in the form of Mr. WOLSTENHOLME's clause, which has become usual, that his trustees, instead of acting personally, might in their discretion "employ and pay any other person to transact any business or do any act whatever required to be done in the premises, including the receipt and payment of money, and that any

executor or trustee acting hereunder being a solicitor or other person carrying on any profession shall be entitled to act in his professional capacity in the administration of my estate or the execution of the trusts of this my will, and to be paid out of my estate all professional and other charges in the same manner as though, not being an executor or trustee, he had been employed by my trustees or trustee so to act as aforesaid." One of the trustees was a solicitor and acted professionally and otherwise in the execution of the trusts of the will. His bill of costs amounted to about £400, and on its being taxed it was reduced to about £200, the taxing-master disallowing all items which were not professional charges. The solicitor-trustee then took out a summons to tax his charges other than professional charges, and the question arose whether he was entitled to anything beyond his professional charges, or, in other words, what was the meaning of the words "other charges" in the will mentioned. KEKEWICH, J., in dismissing the summons, held that the solicitor-trustee was only entitled to professional charges, and could not make other charges unless he was *employed* to do non-professional work by the trustees of the will. It would seem, therefore, that under such a clause a solicitor-trustee is entitled to make non-professional charges if, and if only, he is specially employed by the trustees to do non-professional business. The solicitor-trustee was left in a similar position in *Robinson* v. *Clark* (48 W.R. 698; 1900, 2 Ch. 723), where, however, only a clause corresponding to the latter part of the above clause was used. A trustee, being a solicitor, was authorized to charge "all usual professional or other charges" for any business done by him in the management and administration of the estate, "whether in the ordinary course of his profession or business or not, and although not of a nature strictly requiring the employment of a solicitor." It was held that this did not authorize the solicitor-trustee to charge generally for all his time and trouble, but only to make usual charges for work done in the course of his profession, though not necessarily in its ordinary course. Both cases shew that if a solicitor-trustee is to be placed in the position of being entitled to charge for time and trouble generally, the intention should be clearly expressed. This was done, for instance, in *Re Fish* (1893, 2 Ch. 413), where the draftsman had introduced the words, "including all business of whatever kind not strictly professional, but which might have been performed, or would necessarily have been performed, in person by a trustee not being a solicitor." Under these words the Court of Appeal held that a solicitor-trustee was entitled to charge generally for his trouble as trustee. If such is the intention of the settlor or testator, it should not be difficult, in the light of the above decisions, to express it.

IN PASSING sentence upon a man recently convicted of a most atrocious murder, Mr. Justice WRIGHT commented upon the fact that the prisoner had not exercised his right of giving evidence in his own behalf. This comment of the learned judge has been the subject of a certain amount of criticism, with which, probably, very few lawyers will agree. In the first place, the man had already been convicted, so that the judge's comments could not in any way affect the trial. In the second place, the judge had a perfect right, if he chose, to comment upon the fact of the prisoner's failure to give evidence in his summing up before verdict. The Criminal Evidence Act, 1898, provides that the failure of an accused person to give evidence "shall not be made the subject of any comment *by the prosecution*." The Act contains nothing forbidding such comment by the judge. When the Bill was before Parliament this point was discussed, and it was proposed to restrict comment even by the judge, but the Government very properly refused to bind the discretion of the judge in this way. The Act has been now some years in force, and probably every intelligent man who reads the newspapers knows perfectly well that a prisoner can give evidence if he pleases. Every jury is almost sure to include at least one man with this knowledge; and when the jury are considering their verdict, he will no doubt enlighten any members who happen not to know the law. Thus the fact that the prisoner has not given evidence is most likely to be taken into account by the jury, whether the judge or counsel suggest it or not. That the fact is really material cannot be doubted. It is almost impossible, outside the regions of romance, to imagine a state of things in which an innocent man will deliberately refuse to swear he is innocent when he has the opportunity. Why, then, should not counsel for the prosecution, as well as the judge, be allowed to comment on the most important fact that the prisoner refuses to give his own version of the facts? If he does give evidence, he is protected in a way that no other witness is. He cannot in general be cross-examined as to credit. Even if he has been convicted in the past of every crime in the calendar, including perjury, his evidence goes before the jury as if he were an honourable man, and he cannot be cross-examined so as to shew the worthlessness of his testimony. When the Bill was before the House of Lords, Lord RUSSELL of KILLOWEN, said that, "once they admitted an accused person to be accepted as a witness, it seemed to him it was impossible, logically, to maintain any kind of artificial safeguards as to the cross-examination of that witness, and for this reason the object was, after all, to get at what were the total force and effect of the statement the man made, and they could not get a true appreciation of its force and effect unless he was subject to the ordinary test of cross-examination. He was, therefore, strongly of opinion that the limitation of cross-examination which the Bill proposed was not logically defensible and could not be long maintained." It is submitted that the time has come when all these artificial restrictions upon dealing with the evidence, or the failure to give evidence, of a prisoner should be abolished. Now that he is admitted as a witness, he should be treated, as far as his evidence goes, just as if he were a defendant in a civil suit.

A SERIOUS flaw in the law relating to food adulteration was brought to light in the recent case of *Whitaker* v. *Pomfret*, a case stated by justices for the opinion of the High Court. Proceedings had been taken in May, 1901, against a retail trader for selling adulterated pepper. He had successfully met the charge by taking advantage of the provisions of section 25 of the Food and Drugs Act, 1875, and by shewing that he had bought the pepper in November, 1900, from the defendants with a written warranty of purity, and had sold it in the same state as he had received it. Proceedings were then taken in July, 1901, under section 20 (6) of the Act of 1899, against the defendants, the wholesale sellers, for giving a false warranty, and the defence was raised that the proceedings were out of time. Now, by section 20 of the Act of 1875, penalties are to be recovered under the provisions of Jervis's Act; and by section 11 of that Act an information must be laid within six months from the time when the matter of it arose. Hence, if the six months is to be reckoned from the time the written warranty was given, it is clear that the information was laid too late. It was argued for the prosecution, however, that there was a continuing warranty, which must be considered as being given in respect of every retail sale until the whole of the article covered by the warranty is disposed of. This sounds plausible, and it is clearly only fair in most cases; but neither the magistrates nor the High Court were able to adopt this view, and the defendants' plea was held to be good. There can be no doubt that the court was right. The section under which the summons was taken out makes the seller who "gives to the purchaser a false warranty in writing" liable to a penalty. It is, therefore, the giving of the document which is the offence, and this giving can hardly be a continuing offence. The court expressed regret that the proceedings should fail, and certainly this is a matter which should be put right by legislation. It is obvious that many wholesale sellers may escape by this means. There have been a number of cases before the courts in which a milk retailer has relied on a written warranty not specifically given with respect to the particular delivery of milk in question, but given by the dairyman at a past time with respect to all milk he should in the future supply to the defendant. It has been held in *Elliott* v. *Pilcher* (1901, 2 K. B. 817) that such a warranty may be a good defence in a charge against the retailer. This warranty, however, may have been given to the dairyman years before. It appears now, therefore, that having given such a warranty, the dairyman may safely send watered milk after six months as far as section 20 of the Act of 1899 is concerned. This state of the law clearly demands a remedy.

In commenting last week on the decision of the Court of Appeal in *Oliver* v. *Bank of England* (*ante*, p. 293) we stated that the evidence did not seem to have shewn what measures the bank in fact took to verify the signatures to a power of attorney. At the time we had not the evidence before us, and were writing under an impression formed from reading the report of the judgment of Kekewich, J. Messrs. Morley, Shirreff, & Co., the solicitors for Messrs. Starkey, Levison, & Cooke, the stockbrokers concerned, have been good enough to forward us a full print of the evidence, from which it appears that the practice of the bank was fully explained by Mr. C. N. Latter, the deputy-principal of the Power of Attorney Office, and by the two clerks, Messrs. M. B. Phillips and G. C. Jones, who were actually concerned in verifying the powers in question. As is generally assumed, the bank officials do in fact carefully compare the signatures to a power of attorney with other signatures of the same parties in their possession, either in connection with prior dealings in the same stocks, or in certain other principal stocks to which, if advisable, it is usual to refer. If the clerk who makes the examination notices nothing suspicious, he passes the document; if he has any doubt, he calls in another clerk to assist him; if there is still doubt, the matter is referred to the principal or deputy-principal of the office; and ultimately, if necessary, to the chief accountant, Mr. Stutchbury. The last-mentioned gentleman stated in his evidence that such references to him are made perhaps two or three times a week. As a last resource, the bank write to the stockholder, and tell him that his signature is unsatisfactory with previous signatures, and until a reply is received the power of attorney would not be allowed to be acted upon. Mr. Stutchbury also said that if the attorneys were persons of standing he would pass the signature much more readily than if the attorney were an unknown man. The evidence on behalf of Messrs. Starkey, Levison, & Cooke was directed to shewing that stockbrokers have not the means in the majority of cases of checking the signatures to powers of attorney, and could not carry on their business if they had to do so. But Kekewich, J., elicited from Mr. Brewin, a member of the Committee of the Stock Exchange, that he had confidence in his personal clients, and the learned judge observed: "That seems to me to be the key of the whole position."

Upon the evidence given in *Oliver* v. *Bank of England* it certainly looks as though the bank had in practice better means of verifying the signatures to a power of attorney than the stockbroker who puts it forward; and according to the passage we quoted last week from the judgment of Willes, J. (in which the whole Exchequer Chamber except Cockburn, C.J., concurred) in *Collen* v. *Wright*, it would seem that the implied warranty of authority would not arise. "If one of the two," said the learned judge, "in such cases is to suffer, it ought not to be the person who is guilty of no error, but he who by an untrue assertion, believed and acted upon as he intended it should be, and touching a subject within his peculiar knowledge, *and as to which he gave the other party no opportunity of judging for himself*, has brought about the damage." But it is singular that this passage, which is given in the reports in 6 W. R., p. 124, and 27 L. J. Q. B., p. 217, from the latter of which it is reproduced in Ruling Cases, vol. 2, p. 489, is entirely omitted both in 8 E. & B., p. 657, and 4 Jur. N. S., p. 359; and these reports pass on without any such qualification as that in the words in italics to the enunciation of the rule: "The obligation arising in such a case is well expressed by saying that a person, professing to contract as agent for another, impliedly, if not expressly, undertakes to or promises the person who enters into such contract, upon the faith of the professed agent being duly authorized, that the authority he professes to have does in fact exist." Of course it makes all the difference in the world whether, as Kekewich, J., and the Court of Appeal have held, the implied warranty arises on the mere assertion of authority without regard to the means for verifying the authority, or whether, in accordance with the actual judgment in *Collen* v. *Wright*, it is excluded when the agent gives the other party an opportunity of judging for himself. We say "actual judgment," for on the state of the reports it can hardly be doubted that the passage in question formed part of the judgment as delivered, and, unless there is evidence that it was revised for Ellis & Blackburn, the fuller report would seem to be entitled to rank as the better authority. Having regard, however, to the decision in *Oliver* v. *Bank of England*, it must be taken that the qualification has been dropped, and that an agent acting under a power of attorney cannot protect himself by offering his power for examination, even though the party to whom he offers it has special facilities for verifying the signature. He is concluded, as Mr. Justice Kekewich implied, by the confidence he has placed in his own client.

In the case of *Butler* v. *Gregory*, which came before Lord Alverstone, C.J., and Darling and Channell, JJ., last week, an attempt had been made to obtain a conviction against the putative father of a child who had been neglected or illtreated in such a way as to establish a case of cruelty within the Prevention of Cruelty to Children Act, 1894. The paternity of the accused appears to have been proved, but the child was not in his custody, and was in fact living with another person, against whom a conviction was properly obtained. The case against the putative father, the respondent to the appeal, was based upon the provisions of section 23 (3) of the Act, which enacts that "any person who is the parent of a child shall be presumed to have the custody of the child"; the same section provides (sub-section 1) that "the expression 'parent,' when used in relation to a child, includes guardian and every person who is by law liable to maintain the child." If the respondent came within the expression "parent" in section 23 (3) he would no doubt have been liable to conviction, for the person made amenable to the Act by section 1 is the person having the custody of the child; and if a particular person is to be presumed to have the custody, it does not appear that it would be a good defence to shew, as was the fact in the present case, that someone else actually had the custody. It is possible to conceive cases where the moral guilt attaching to a parent who has not, but is presumed to have, the custody would be very slight, and where section 23 (3) would consequently work considerable hardship. But the definition of "parent" in the earlier part of the section clearly does not include a putative father, at all events where (as in the present case) no proceedings to establish his liability to maintain the child have been taken. The respondent was consequently outside the provisions of the Act, and the Divisional Court affirmed the refusal of the justices to convict. Lord Alverstone, C.J., is, however, reported to have said that the Act required amendment so as to impose responsibility on fathers in respect of their illegitimate children: if such an amendment is contemplated it ought to be considered at the same time whether some ground of defence ought not to be permitted to a parent who is "presumed" to have the custody in a case where the cruelty is the act of some other person in whose custody the child actually is, and has not been induced by the conduct of the parent.

In the case of *Davies* v. *Jones*, decided by a Divisional Court last week, a question arose as to the effect upon a landlord's rights of fishing in a stream of an agreement for an ordinary agricultural tenancy of the land through which the stream ran without any mention of the fishing rights. The appellants were convicted under section 24 of the Larceny Act, 1861, of taking fish from the stream in question, being water wherein the landlord had a private right of fishery. It was sought to uphold the conviction on the ground that, the agreement being for an agricultural tenancy, did not pass any right of fishery; if such a right did pass the conviction could not be sustained, for the fish were taken with the consent of the tenant. The court held that, in the absence of any reservation of the fishing rights, they passed to the tenant; the conviction was therefore quashed. The case seems to have been argued on the footing that it was free from authority—except a passage in Patterson's Fishery Laws, p. 67, to the effect that the right of fishery is necessarily implied as part of the general right to the soil of the waters included in a lease unless the lessor specially reserves it. But there seems to be no ground for distin-

guishing the right of the lessee to fish from his right to exercise other sporting rights where there is no reservation, and it has been distinctly decided as to game that in such a case the right is in the tenant: *Pochin* v. *Smith* (52 J. P. 4). The decision of the Divisional Court seems therefore to be in accordance with authority as well as with sound law.

THE LIBRARY of a provincial law society is one of its most valuable features, and the report of the Birmingham Law Society indicates two additions to this department which are likely to prove of great service to the members. One is a complete collection of the common form conditions of sale of the various law societies in England and Wales, bound together in a volume, and the other is a collection of the local Acts relating to Birmingham and the district, together with the Tramway Acts relating to Birmingham and the district down to the end of 1900. We would suggest the addition of the reports of the Charity Commissioners, and other printed matter relative to the charities within the district of the society. These charities, especially when consisting of rent-charges, not unfrequently come upon abstracts of title, so as to render information with respect to them desirable. We may remark that since the changes which have been made in the system of local government, increased attention has been devoted to the collection of information relative to the charities within the districts of rural and urban district councils; and we have before us an admirable printed report, prepared at the instance of the Rothwell Urban District Council, by Mr. F. W. BULL, of Kettering, solicitor, their clerk, on the Rothwell charities. There are no fewer than sixteen of these charities, of which the origin is traced, and the present condition of the charity property and the names of the present trustees are given. It would be a good thing if other district councils were to follow this example.

ON A CLAUSE IN BUILDING CONTRACTS.

IT is the usual practice to insert in a contract between a builder and landowner for building a house on the land belonging to the latter, clauses providing that the materials to be used in building the house are to be furnished by the builder, and that such materials when brought on to the land shall become the property of the landowner; but that after the completion of the works the unused materials shall be taken away by the builder. We propose in this article to discuss the rights and liabilities arising under these clauses.

Building materials are moveable chattels; there are, therefore, four methods in which the ownership may be transferred—viz., (1) By delivery by the builder to the landowner, followed by acceptance by the latter; (2) by a contract for sale together with an earnest or part payment given or made by the landowner; (3) by a note or memorandum in writing valid within the 17th section of the Statute of Frauds; and (4) by bill of sale.

The question of what amounts to delivery of chattels is sometimes a question of difficulty, and it is obvious that it must depend on the nature of the chattels. For example, a watch or a book can be delivered by placing it in the hand of the transferee. On the other hand, it is impossible to place bulky goods, such as wine in a cellar, or a load of timber, into his hands. In cases of this nature, delivery is effected by doing some act by which they are placed under the effective control of the transferee: *Kilpin* v. *Ratley* (1892, 1 Q. B. 582). If wine in a cellar is to be delivered to the transferee, locking the door of the cellar and delivering the key to him gives him the effective control over the wine, as it is obvious that no person can acquire possession of it without either obtaining the consent of the transferee or committing the unlawful act of breaking into the cellar. The load of timber can be placed under the transferee's effective control, so far as the case admits, by depositing it on his land; for it will be observed that after the deposit is made no person can acquire possession of the timber without going on the land, which he cannot lawfully do without the consent of the landowner.

It will, however, be observed that, as between a builder who has to furnish the building materials and the landowner on whose land the house is to be built, the deposit of the materials on the land is ambiguous. The builder may place them on the land for his own use, or he may place them there for the purpose of transferring the ownership of them to the landowner. The clause in the building contract stating that building materials brought upon the land are to become the property of the landowner is inserted for the purpose of clearing up this ambiguity. The ownership of the materials does not, however, pass by the contract, it passes by the delivery of them to, and the acceptance of them by, the landowner; hence it follows that the contract is not a bill of sale: *Reeves* v. *Barlow* (12 Q. B. D. 436).

It will be remembered that merely depositing the materials on the land does not pass the ownership to the landowner unless he accepts them. The ordinary forms of building contract do not state what acts amount to acceptance, but if the question should ever arise, it will probably be held that the mere fact of deposit, unless the landowner objects to the materials within a reasonable time, amounts to acceptance of them by him. The only reason why he may desire to refuse to accept them is that they are of improper quality, and he appears to be sufficiently protected against the user by the builder of improper materials by the usual provisions that the building is to be done "with the best materials" and "according to a specification," and that the builder shall "remove any materials that the landowner's surveyor shall certify not to be according to contract." The result is, therefore, that all materials, whether according to the contract or not, which are brought on the land by the builder become the property of the landowner, while if the builder employs any materials not according to contract he becomes liable to an action for damages, or, if the contract so provides, to pull down the buildings erected with such materials and to rebuild with proper materials.

The next question for consideration is, what is the effect on the provision we have referred to of the bankruptcy of the builder? It might be considered that, as he has the right to use the materials, they are in his "possession, order, or disposition, with the consent of the true owner," the landowner, so as to pass to his trustee in bankruptcy under the Bankruptcy Act, 1883, s. 44; but a little consideration will shew that this is not the case. The materials are on the land of the true owner, the landowner, and are in his possession; the builder is allowed by him to use them for the purpose of the contract and for no other purpose. The case is analogous to that of a servant who has the physical control of a chattel which belongs to his master—as, for example, where a cook has a joint of meat belonging to her master in her hands for the purpose of cooking it—in which case the servant is deemed to hold it for her master: see *per* HARDWICKE, L.C. (2 Ves. sen., at p. 438). The case of *Keen* v. *Keen* (46 SOLICITORS' JOURNAL, 268) shows that this view is correct, and that the materials do not pass to the builder as reputed owner, but as the case is not yet fully reported, it is impossible to say on what grounds the decision was based. It need hardly be said that the materials do not pass to the trustee in bankruptcy of the builder as being "property belonging to him or vested in him," for, as already stated, they do not belong to him, but to the landowner.

A word of warning may be added to the inexperienced practitioner as to the danger of altering the common forms. He might think that it would be an improvement in the form to allow the materials to remain the property of the builder, with a clause vesting them in the landowner on the builder becoming bankrupt, but such a clause would be invalid; for a man cannot validly contract that on his bankruptcy his property shall not pass to his trustee in bankruptcy, such a contract being avoided by the provision of the Bankruptcy Act, 1883, that property belonging to the bankrupt at the commencement of his bankruptcy shall be divisible among his creditors.

It may be considered that this warning is not necessary, but in our experience very many cases have occurred lately where the draftsman obviously had a properly-drawn precedent before him, but, through ignorance or carelessness, altered the language in such a manner as to defeat the intention of the parties, and we therefore earnestly urge on our more inexperienced readers never to alter a common form.

THE PROPOSED AMENDMENTS OF THE PATENT ACT.

A GOVERNMENT BILL to amend the Patents and Trade-Marks Act, 1883, has just been introduced. It is based upon, or rather intended to carry into effect, two of the three recommendations contained in the Report issued last year by the committee appointed by the Board of Trade to consider the working of the Act in respect of these matters. Sir EDWARD FRY was chairman of the committee, which included (among others) the Lord Chief Justice and Mr. FLETCHER MOULTON. Two of the three questions referred to the committee and reported on by them were the following: "(1) Whether any, and if so what, additional powers should be given to the Patent Office to—(*a*) control, (*b*) impose conditions on, or (*c*) otherwise limit, the issue of Letters Patent in respect of inventions which are obviously old or which the information recorded in the office shews to have been previously protected by Letters Patent in this country; and (2) Whether any, and if so what, amendments are necessary in the provisions of section 22 of the Patents, &c., Act, 1883"—*i.e.*, the section dealing with Compulsory Licences. The third question was with reference to applications for patents under the International Convention, but this, though answered by the committee, is not dealt with in the Bill.

The Bill carries out in substance the proposal of the committee contained in their answers to the first and second questions. The first clause of the Bill is as follows:

"1.—(1) Where an application for a patent has been made and a complete specification has been deposited by the applicant, the examiner shall, in addition to the inquiries which he is directed to make by the Patents, Designs, and Trade-Marks Act, 1883, in this Act referred to as the principal Act, make a further investigation for the purpose of ascertaining whether the invention claimed has been wholly or in part claimed or described in any specification (other than a provisional specification not followed by a complete specification) published before the date of the application and deposited in the Patent Office pursuant to any application for a patent made within fifty years next before the date of the application. (2) If on investigation it appears that the invention has been wholly or in part claimed or described by any such specification, the applicant shall be informed thereof, and the applicant may within such time as may be prescribed file an amended specification, and the amended specification shall be investigated in like manner as the original specification. (3) The examiner shall report to the comptroller the result of his investigations in such manner as the Board of Trade may direct. (4) The provisions of sub-section 5 of section 9 of the principal Act as amended by any subsequent enactment shall apply to reports under this section. (5) If the comptroller is satisfied that no objection exists to the specification on the ground that the invention claimed thereby has been wholly or in part claimed by a previous specification as before mentioned, he shall, in the absence of any other lawful ground of objection, accept the specification. (6) If the comptroller is not satisfied, he shall, after hearing the applicant, and unless the objection be removed by amending the specification to the satisfaction of the comptroller, determine whether a reference to any, and if so what, prior specifications ought to be made in the specification by way of notice to the public. (7) An appeal shall lie from the decision of the comptroller under this section to the law officer. (8) Section 8 of the principal Act and section 3 of the Patents, Designs, and Trade-Marks (Amendment) Act, 1885 (which regulate the time for depositing a complete specification), shall have effect as if references therein to the period of nine months were references to the period of *six months*. (9) The investigations and reports required by this section shall not be held in any way to guarantee the validity of any patent, and no liability shall be incurred by the Board of Trade or any officer thereof by reason of, or in connection with, any such investigation or report, or any proceeding consequent thereon. (10) An invention shall not be deemed to have been anticipated by reason only of its publication in a specification deposited in the Patent Office pursuant to an application made not less than *fifty years* before the date of the application for a patent therefor, or of its publication in a provisional specification of any date not followed by a complete specification. (11) The Board of Trade, with the sanction of the Treasury, may prescribe an additional fee not exceeding *one pound* in respect of the investigation mentioned in this section, which shall be payable on the sealing of the patent. (12) This section shall come into operation at such date as the Board of Trade may by order direct, and shall apply only to applications made after that date."

The effect of this clause is, first, to relieve the applicant for a patent from making for himself that search into prior specifications which is eminently desirable, if not absolutely necessary, in order to ascertain that the invention which he desires to patent has not been anticipated by a previous patent; and, secondly, to provide that from the date of the clause coming into operation a patent applied for and obtained shall not be invalidated by having been anticipated by a specification not less than fifty years old or a provisional specification of any date which was not followed up by a complete specification. Thus much in the interests of patentees; but the clause is also intended to protect the public by giving the comptroller power, unless he is satisfied that the specification as finally settled by the applicant is not objectionable on the ground that the invention claimed has been wholly or in part claimed by a previous specification, to insist on a reference in the applicant's specification to any prior specification which he thinks fit by way of notice to the public—*i.e.*, notice to the public that, in the view of the Patent Office, the specification in question is limited or otherwise affected by the other specifications therein mentioned. A careful reading of the clause shews that the search which has to be made is for the purpose of ascertaining whether an invention claimed by an applicant for a patent has been "wholly or in part claimed or described" by any such previous specification as is referred to in sub-section 1, and it is the result of this search which is to be communicated to the applicant; but the notice to the public is to be only where the alleged invention has been claimed wholly or in part by a previous specification, so that the notice to the public is not as extensive as the communication to the applicant. Sir EDWARD FRY and another member of the committee appended a note to the Report to this effect: "We think that the communication to the public should be as large as to the applicant, and that persons dealing with the patentee are as much entitled to be warned that the patent is invalid by reason of a previous description as of a previous claim." We are disposed to agree with this suggestion, and we fail to see any satisfactory answer to it. It will be also noticed that the search provided by the clause is limited to prior specifications; it has been proposed, both before and since the Report, that the search should be extended to standard works dealing with the particular art or trade with which the alleged invention is connected—in other words, that the inquiry should go to the extent of ascertaining whether the invention claimed is obviously old. Sir EDWARD FRY was of opinion that it should be so extended, but his opinion did not prevail. There is a great deal to be said for and against this proposal, but on the whole we are of opinion that it is wisest, in the first instance, to confine the inquiry within the limits suggested by the Report and prescribed by the Bill, and if the new system is found to work satisfactorily it can easily be extended by subsequent legislation in the last-mentioned direction. Besides, as there is a diversity of opinion on the point, any attempt to amend the Bill in the direction suggested would probably result in its being shelved. Another remark called for on the clause under consideration is that it gives the comptroller no power to reject an application for a patent upon the result of the search. It will be noticed that the clause proposes to reduce the period of provisional protection (*i.e.*, the period between the filing of the provisional and complete specifications) from nine months to six months. This is, according to the Report, to allow for the time which will be required for the new inquiries. We have some doubt as to the expediency of this reduction; but it is a commercial, rather than a legal, question. If the commercial community acquiesce in the change, it is not for us to say it is a blot on the Bill.

The second clause of the Bill deals with the important question of Compulsory Licences. The present provisions on this subject of the Act of 1883, contained in section 22, are, as we pointed out some time ago (44 SOLICITORS' JOURNAL, 256), unsatisfactory and practically unworkable, as testified by the fact that during the period (nearly twenty years) during which they have been in operation the number of applications for Compulsory Licences has been infinitesimal. The Bill proposes to repeal the provisions of section 22 and to substitute for them the following:—

"(1) If on the application of any person interested it is proved to the satisfaction of the court that the reasonable requirements of the public with reference to the invention have not been satisfied by reason of the neglect or refusal of the patentee to work the patent or grant licences on reasonable terms, the court may order the patentee to grant licences on such terms as to the duration of the licence, the amount of royalties, security for payment, or otherwise, as the court, having regard to the nature of the invention and the circumstances of the case, may deem just. (2)

On the hearing of any application under this section the patentee, and any person claiming an interest in the patent as exclusive licensee or otherwise, shall be made parties to the proceeding, and the law officer, or such other counsel as he may appoint, shall be entitled to appear and be heard. (3) In any proceeding under this section the court may, if it thinks fit, and shall, on the request of any party to the proceeding, call in the aid of an assessor specially qualified, and try and hear the case wholly or partially with his assistance. (4) An order of the court under this section shall, without prejudice to any other method of enforcement, operate as if it were embodied in a deed made between the parties to the proceeding. (5) In awarding costs under this section, the court shall have regard to any previous request for, or offer of, a licence made either before or after the application to the court. (6) An appeal shall lie from the order of the court to the Court of Appeal; but, except by leave of the Court of Appeal, no appeal shall lie to the House of Lords from any order made by the Court of Appeal. (7) If an order granting a licence is subsequently reversed or varied on appeal, the appellate court may impose such terms as they may think just with respect to the validation of things done, and the disposal by sale or otherwise of articles manufactured, under the licence before the order granting it was reversed or varied. (8) Subject to the provisions of this section, all matters of practice and procedure in relation to the grant of compulsory licences shall be regulated by rules of court. (9) This section shall apply to patents granted before as well as after the commencement of this Act."

We do not propose to enter into a detailed explanation of the provisions of this clause, but to confine ourselves to the following general remarks. In the first place, the substitution of the High Court for the Board of Trade as the tribunal for dealing with applications for Compulsory Licences seems to us a desirable alteration, and we notice that it had the approval of the majority of witnesses called before the committee. What the procedure on such an application is to be is, subject to the provisions of the clause, left to be prescribed by Rules of Court. We may remark, however, that in the Report of the committee it was suggested that the application should be made by Originating Summons. Now, as the owners of so many patents are resident abroad, the application could not be made by Originating Summons, because it could not be served out of the jurisdiction. In fact, whatever the proceeding may be, it appears to us that the new Rules of Court must specifically provide for its service, if necessary, out of the jurisdiction. An interesting question appears to us to be, What is "working" a patent within the meaning of sub-section 1 of the clause? This sub-section empowers the court to grant Compulsory Licences on proof "that the reasonable requirements of the public with reference to the invention have not been satisfied by reason of the neglect or refusal of the patentee to work the patent or to grant licences on reasonable terms." There can be no doubt that the phrase "work the patent" is not confined to working in the United Kingdom, especially when it is borne in mind that section 22, which it is proposed to repeal, does expressly refer to working in the United Kingdom. Therefore, under the clause now being considered, a patentee, whether British or foreign, cannot be ordered by the court to grant a Compulsory Licence if he is working his patent abroad to such an extent that the reasonable requirements of the public (*i.e.*, of course, the British public) are satisfied. An objection may be raised to this in the interests of British trade; but we notice that the majority of the witnesses who gave evidence before the committee on this point disapproved of the system of compulsory home working of patents which prevails in foreign countries. Finally, we may say that we approve of the provision that the court may, and, on the request of any party to the proceeding, must, call in the aid of an assessor specially qualified, a procedure which, we think, might be advantageously adopted in the majority of patent actions as likely to produce a considerable saving to the court in time and to the parties in costs.

Mr. Justice Jelf, who was for many years recorder of Shrewsbury, and leader of the Oxford circuit, was publicly presented on Tuesday with the freedom of Shrewsbury, and was afterwards entertained to luncheon by the mayor and corporation.

A supplement to the *London Gazette* of the 28th of February has been issued containing a list of dormant or unclaimed funds in the several divisions of the High Court which have not been dealt with since the 1st of September, 1886. The aggregate amount is about £1,050,000, distributed over more than 3,200 separate accounts. One-half of these do not exceed £150 in value, and only about one-twentieth exceed £1,000. Copies of the list may be inspected without fee in the Eastern corridor, ground floor, Royal Courts of Justice, or may be purchased of Messrs. Harrison & Sons, 47, St. Martin's-lane, at 1s. each.

REVIEWS.

BOOKS RECEIVED.

The Workmen's Compensation Acts, 1897 and 1900. By ALBERT PARSONS, Barrister-at-Law, and ANTON BERTRAM, Barrister-at-Law. Second Edition. William Clowes & Sons (Limited).

The Solicitor's Clerk, Part II.: Embracing Magisterial and Criminal Law, Licensing, Bankruptcy Accounts, Book-keeping, Trust Accounts, &c.; to which is added a Glossary of Some Legal Maxims with their Pronunciations. By CHARLES JONES. Third Edition, Revised and Enlarged. Effingham Wilson.

Stones' Justices' Manual: Being the Yearly Justices' Practice for 1902. A Guide to the Ordinary Duties of a Justice of the Peace, with Table of Statutes, Table of Cases, Appendix of Forms, and Table of Punishments. Edited from 1876 to 1901 by the late GEORGE B. KENNETT, Esq. Thirty-fourth Edition. By J. R. ROBERTS, Esq., Solicitor, Clerk to the Justices and to the Visiting Committee of H.M. Prison, Newcastle-on-Tyne. Shaw & Sons; Butterworth & Co.

The Yearly Digest of Reported Cases for the Year 1901 Decided in the Supreme and other Courts, and a Copious Selection of Reported Cases Decided in the Irish and Scotch Courts; and List of Cases Digested, Overruled, Considered, &c., and of Statutes, Orders, Rules &c., Referred to. By EDWARD BEAL, B.A., Barrister-at-Law. Butterworth & Co.

CORRESPONDENCE.

THE LAND REGISTRY.

[*To the Editor of the Solicitors' Journal.*]

Sir,—We beg to enclose a copy of recent correspondence between the Land Registry and ourselves upon a question of some professional interest as regards the duties of the registry.

DOWSON, AINSLIE & MARTINEAU.

19, Surrey-street, Victoria Embankment, London, W.C., March 4.

The following is the correspondence referred to:

Land Registry, 3 and 4, Clement's-inn, London, W.C.
Survey and Map Department.
11th February, 1902.

Title No. 53,201.—Old Kent-road, Camberwell.

Sirs,—With regard to your application for registration of above property, I beg to enclose record plan for approval. Should you be satisfied that the same correctly delineates the premises intended to be registered for possessory title, kindly sign same on the back thereof and return to this office together with this form.—I am, Sirs, your obedient servant,

(Signed) W. G. NOTTAGE (Examiner, Map Department).

To Messrs. Dowson, Ainslie, & Martineau, 19, Surrey-street, Strand, W.C.

Special Remarks.—The record plan has been prepared in accordance with the boundaries as defined upon the ground, excepting as to the part of the southern boundary (shewn by the dotted lines on the record plan), where there is no physical boundary. (This has been taken from deed plan.)

19, Surrey-street, Victoria Embankment, London, W.C.
13th February, 1902.

Title No. 53,201.—Old Kent-road, Camberwell.

Sir,—We duly received the letter of the 11th inst. from the Examiner Map Department together with the plan therein mentioned, but we do not understand why it is sent to us.

We shall be obliged if you will give us a reference to the rule or rules under which you purport to act in this respect.—We are, Sir, your obedient servants, (Signed) DOWSON, AINSLIE, & MARTINEAU.

The Registrar, Land Registry, 3 and 4, Clement's-inn, W.C.

Land Registry, 4, Clement's-inn, London, W.C.
14th February, 1902.

Title No. 53,201.—Old Kent-road, Camberwell.

Gentlemen,—In reply to your letter of yesterday I have to inform you that the plan of the land in this title was sent to you that it might be duly settled; see rule 19 Land Transfer Rules, 1898.—Your obedient servant,

(Signed) HUGH POLLOCK, Assistant Registrar.

Messrs. Dowson, Ainslie, & Martineau, 19, Surrey-street, Victoria Embankment, W.C.

19, Surrey-street, Victoria Embankment, London, W.C.,
17th February, 1902.

Title No. 53,201.—Old Kent-road, Camberwell.

Sir,—We are in receipt of your letter of the 11th inst.

We have referred to the rule you quote, and do not find that any duty is cast upon us or our clients to concern ourselves about the plan which accompanied yours of the 11th inst.

On the other hand, the duties of the registry as regards plans, in connection with an application under rule 17, appear to be defined by rules 209 *et seq.*

If the necessary plan in connection with the application cannot be prepared without a revision of the ordnance map, we have to request that, in

accordance with the provisions of rule 216, the officers of the registry will make the necessary revision, and that, in accordance with rule 214, the fullest available particulars of the boundaries, where and so far as physical boundary marks do not exist, may be added to the plan.

We accordingly return herewith the plan which accompanied your letter of the 11th inst. and, as at present advised, must decline to accept any responsibility in regard to the settlement thereof.—Yours obediently,

(Signed) DOWSON, AINSLIE, & MARTINEAU.

The Registrar, Land Registry, 3 and 4, Clement's-inn, W.C

Land Registry, 4, Clement's-inn, London, W.C.
18th February, 1902.

Title No. 53,201.—Old Kent-road, Camberwell.

Gentlemen.—I am in receipt of your letter of the 17th inst. enclosing the record plan of the above title; and in reply I am directed by the registrar to disclaim on his behalf the power of settling plans, and presumably the entries for the register also, without reference to the wishes of the applicant, which power your letter appears to suggest is vested in him. He considers that the settling of plans and entries for the register contemplated by the rules is settling with the applicant or his solicitor, and that even if he is not bound to consult them, yet as a matter of courtesy, and in the interest of the applicant, that the latter ought to have a voice in settling the entries and plan in all cases where it seems possible that doubts may hereafter be raised—*e.g.*, where physical boundary marks do not exist.

The difficulties that arose on the plan in title No. 35,702, which case you will probably remember, shew the necessity of proceeding with caution in cases of difficulty.

In the present case the ordnance map has been revised and the fullest available particulars of the boundary where no physical marks exist will be added to the plan. It is with a view to making these particulars as full and as accurate as possible that we desire your assistance in settling the plan.

I return the record plan and hope that you may see your way either to approve it as it is or to suggest how it ought to be altered.—Your obedient servant, (Signed) HUGH POLLOCK, Assistant Registrar.

Messrs. Dowson, Ainslie, & Martineau, 19, Surrey-street, Victoria Embankment, W.C.

19, Surrey-street, Victoria Embankment, London, W.C.
19th February, 1902.

Title No. 53,201.—Old Kent-road, Camberwell.

Sir,—We are obliged to you for your courteous letter of yesterday's date, but do not see our way to accept any responsibility whatever for the proper conduct of business entrusted to the Land Registry by Act of Parliament, or rules made in pursuance thereof.

It seems to us clear that the responsibility for making any necessary revision of the ordnance map is by rule 216 cast upon the officers of the registry; and if, as we understand from your letter, the ordnance map has in this case been so revised, it does not seem to lie with us or our clients either to approve the record plan or to suggest how it ought to be altered.

We accordingly return the plan herewith.—Your obedient servants,

(Signed) DOWSON, AINSLIE, & MARTINEAU.

Hugh Pollock, Esq., Assistant Registrar, Land Registry, 4, Clement's-inn, W.C.

Land Registry, 34, Lincoln's-inn-fields, London, W.C.
21st February, 1902.

Title 53,201.—Old Kent-road.

Gentlemen,—Mr. Pollock has referred the correspondence in this matter to me.

Both Mr. Pollock and I are desirous of meeting your wishes as far as possible, and of completing the application on a reasonable footing having regard to all the circumstances of the case. I am bound, however, to state that in my opinion rule 19 gives us full authority to require both the entries and the map to be approved by or on behalf of the applicant. This appears so clear to me that, if necessary, I should be prepared to decline to complete any registration until such approval has been given.

At the same time, in cases where there is practically no doubt about the boundaries at all (as where the ordnance map agrees with the title deeds, and we have no reason to suppose that it requires revision in any way) it is not our practice to require more than the original preliminary "identification" of the land on the ordnance sheets, but if any addition or revision is necessary, or if any serious discrepancy is found between the title deeds and the state of occupation, it is (we consider) a question of discretion whether we should submit the finished plan for the further approval of the applicant before completing the case or not.

The present case seemed to the surveyor (and I must say I agree with him) to be one in which the applicant ought to be asked to approve the finished plan.

You draw attention to rules 209-221 as defining the duties of the registry as regards plans. I agree to this, in the sense that we ought to be satisfied that all their requirements are duly carried out—but I do not read them as absolving the applicant from his share of the responsibility under rules 17 and 19.

Under rule 216, it is true, we are required to make any necessary revision of the ordnance map without charge, and of course we accept full responsibility for doing that work correctly, but when it is done, it is, in our view, the duty of the applicant (as it is also undoubtedly very much in his interest, to add to the plan the particulars required by the other rules—notably 17, 210, 214. Rule 215 also appears to imply that the work of preparing the finished plan is to be done by the applicant subject to approval by the registry only.

In order to save applicants trouble, we have adopted the practice of preparing the complete plans for them (which is more than we could be obliged to do), merely asking for their approval in doubtful cases. This approval, up to the present instance, has never yet been refused, though very numerous revisions and undefined boundaries have been registered.

I hope you may see your way, after this explanation, to give the approval asked for. But (as we do not desire to press our views in any case where not absolutely necessary) I will also add that considering that our surveyor reports that he has no very serious doubt as to the true position of the undefined line, though the plan on the deed does not give all the materials that might be desired for fixing it—and as you have had full opportunity for objecting to the plan had you considered that your client's interest demanded it—I am prepared now to complete the case without such approval, should you still (as I hope you will not) feel a difficulty in complying with the usual practice.

Possibly you might prefer to qualify your approval by some expression such as "assuming the revision of the ordnance map made by the officers of the Land Registry to be correct." That would, I think, be quite reasonable.—Your obedient servant,

(Signed) C. F. BRICKDALE, Registrar.

Messrs. Dowson, Ainslie, & Martineau, 19, Surrey-street, Victoria Embankment, W.C.

19, Surrey-street, Victoria Embankment, London, W.C.
24th February, 1902.

Title No. 53,201.—Old Kent-road.

Sir,—We are duly in receipt of your letter of the 21st inst., and in reply beg to say that there cannot be any doubt that we satisfied the requirements of rule 17 on making application for registration.

We would also remind you that the plan sent to us for approval was prepared by the registry on their own initiative, and not at the request of the applicant under the provisions of rule 216, the assistance of which we did not invoke, until it appeared to us that the registry was asking us to undertake responsibility for the proper performance of their own duties.

We have referred to rules 210 and 214, and cannot find that it is the business of the applicant to interfere with your practice of preparing the plans. On the contrary, it seems to us fairly clear that it is your business to prepare them.

As it is, in our view, an erroneous practice on the part of the registry to ask solicitors for applicants, or applicants, for approval of the plan which the registry have prepared, we do not see our way to give even the qualified approval which you now suggest we should do.

Our objection is one of principle. For instance, suppose the plan sent us was in our opinion erroneous, but you maintained its accuracy, but not to our satisfaction. Under these circumstances we presume you would complete the registration upon the plan with which you were satisfied. What then becomes of the necessity for the approval which you now seek? —We are, Sir, your obedient servants,

(Signed) DOWSON, AINSLIE, & MARTINEAU.

C. F. Brickdale, Esq., Registrar, Land Registry, 24, Lincoln's-inn-fields, W.C.

Land Registry, 34, Lincoln's-inn-fields, London, W.C.
26th February, 1902.

Title 53,201.—Old Kent-road.

Gentlemen,—I am sorry you do not see your way to make the moderate concession which I suggested to you.

I need hardly say that the position as to principle which you state is one which I do not admit to the smallest degree, but as it is not our practice to contest questions of principle in cases where they are not of practical importance, I will, considering the circumstances referred to in my last letter, complete this case without your formal approval of the plan, but without prejudice to the right of this department to require a plan to be formally approved by the applicant or his solicitor in any case where it appears to us to be necessary.

In the hypothetical case which you state I should decline to complete the registration until the plan had been approved, and should, if that were refused, after notice, cancel the application and return you the papers.—Yours faithfully, (signed) C. F. BRICKDALE, Registrar.

Messrs. Dowson, Ainslie, & Martineau.

19, Surrey-street, Victoria Embankment, London, W.C.
26th February, 1902.

Title 53,201.—Old Kent-road.

Dear Sir,—We beg to acknowledge the receipt of your letter of yesterday's date informing us that you propose to complete this case without approval of the plan by or on behalf of the applicant.

This being so, we have difficulty in understanding upon what grounds you would decline to complete the registration in the hypothetical case stated in our last letter, which is merely an exaggeration of the circumstances of the present one.

The point seems one of public interest, and we are sending a copy of this correspondence to the Council of the Incorporated Law Society and to the SOLICITORS' JOURNAL.—We are, Sir, your obedient servants,

(Signed) DOWSON, AINSLIE, & MARTINEAU.

C. F. Brickdale, Esq., Registrar, Land Registry, 34, Lincoln's-inn-fields, W.C.

Land Registry, 34, Lincoln's-inn-fields, London, W.C.
27th February, 1902.

53,201.—Old Kent-road.

Gentlemen,—I am obliged to you for taking the trouble to give publicity to our views on the subject of plans, which will be very useful.

I think that a sufficient distinction (from the practical point of view) between the present case and the hypothetical one is afforded by the fact that the latter is, as you say, an exaggeration of the former

These things are always a question of degree. I think most people would consider that a deviation from strict rule would be justified in the present case. In the exaggeration they would probably think that the rule ought to be enforced.—Yours faithfully,

(Signed) C. F. BRICKDALE.

Messrs. Dowson, Ainslie, & Martineau.

THE LAND TRANSFER ACTS.

[*To the Editor of the Solicitors' Journal.*]

Sir,—On the sale of an equity of redemption in leaseholds within the compulsory registration area, my firm, acting for the mortgagee, have always insisted, under pressure of a suggestion as to calling in the mortgage money, on the purchaser registering under the Acts and handing over the land certificate to our client. We have so acted because of a fear that registration might subsequently be made behind the mortgagee's back, and that, in case of its becoming necessary to sell under the power of sale, rule 101 could not be complied with, which would place him in a very awkward position.

But in acting for the purchaser, one looks at things differently. Unless the mortgagee insists, under pressure of some sort, need such a purchaser register?

It is perfectly clear that the assignment is "capable of registration," and the point to be considered is, what happens if registration be omitted?

Rule 59 speaks of "an assignment on sale *of a lease*," &c. The question arises, is an assignment of *a mortgagor's interest* in a lease "a lease" within the meaning of the rule?

Assuming, for the sake of argument, the answer to the last point to be in the affirmative, what is the penalty for non-registration? The rule says, the assignment "shall operate only as an agreement and shall not pass any legal estate" to the assignee.

As to the first clause—"shall operate only as an agreement"—I take it there can be no doubt that, in equity, the property *passes*, and it seems that the covenants and all the other parts of the deed are unaffected.

There remains, then, to consider the non-passing of the legal estate. The effect, I think, is that as to the lease term (I am assuming the mortgage to have been by sub-demise) the legal estate is dropped, but the purchaser is equitably entitled to that term, although, if the vendor, when mortgaging, gave a declaration of trust of the outstanding days, it must be subject to such trust. When the mortgage has been paid off, he will have the legal estate in the mortgage term, *plus* an equitable estate in the lease term, but as the latter term is of consequence for a few days only, the loss appears to be immaterial.

I believe, as a rule, solicitors are registering such assignments in order to get a legal estate in the lease term, but does this end justify the expense of several pounds? Moreover, without this legal estate, is not the purchaser free from personal liability on the covenants? If this is so, the registration does harm, not good.

Looking at the matter from the vendor's point of view, if the purchaser does not register, he—the vendor—may remain liable on the covenants. In that event, I presume he is simply a trustee of the legal estate with a right of indemnity against the person equitably entitled, but a vendor likes to get rid of as much responsibility as possible. Of course, this point occurs whether the property is in mortgage or not, and vendors should insist on the purchaser giving an undertaking to register.

Perhaps, there is some flaw in my reasoning, and, after all, there may be good reason for registration, from the purchaser's view. If so, I should be extremely glad if you or some of your readers would be so good as to correct me. W. J. BLOOMFIELD HOWE.

22, Chancery-lane, March 3.

[*To the Editor of the Solicitors' Journal.*]

Sir,—The apologists of the Land Transfer Acts, while admitting that the expense of purchasing a property is increased by the cost of the first registration of it under the Acts, constantly assert that such increase will be more than counterbalanced by the saving of expense in dealing with the property when, at the end of forty years, the possessory title has grown into an absolute one.

The assertion, even when made in the presence of solicitors, is often allowed to pass.

Whether it is correct is shewn by the following calculation:

On a purchase, where the purchase-money is £1,000, the following items represent the minimum additional cost incurred by first registration with a possessory title:—

	£	s.	d.
Fees payable at the registry	3	0	0
The solicitor's fee on the registration	2	2	0
	5	2	0

The sum of £5 2s. accumulated for forty years at four per cent. per annum, will, according to Inwood's Tables, amount at the end of that time to £24 9s. 7d.

Supposing at the end of the forty years the owner sells the property registered with an absolute title, the cost of doing so will be represented by the following items:

	£	s.	d.
The above-mentioned sum of	24	9	7
Fees payable at the registry upon entry with an absolute title	9	0	0
The solicitor's fees on such entry	15	0	0
The solicitor's charges for preparing contract, and otherwise acting for the vendor on the sale (estimated)	5	5	0
	43	14	7

If the property had not been registered under the Land Transfer Acts the owner would, on selling it, simply have to pay the present fee of £15, for deducing title, &c., fixed by the Remuneration Order. The difference of £28 14s. 7d. is expenditure solely entailed by the Acts.

If the owner has no occasion to sell the property, the whole of the above-mentioned sum of £24 9s. 7d., with subsequent accumulated interest, represents an absolutely useless expense.

I may observe that, in arriving at the sum of £24 9s. 7d., I have taken no account of the cost of possible charges, cautions, inhibitions, notices, &c., which may be necessary during the forty years required to mature the absolute title. The cost (an unknown quantity) of all these must, of course, be added to the £24 9s. 7d., with accumulated interest upon each item from the date when incurred to the end of the forty years.

Or, on a sale after the forty years, the owner might prefer to sell without registering with an absolute title, leaving the purchaser to do so. In that case the owner would not have to pay the fees payable at the registry on such registration (£9) or his solicitor's fees thereon (£15). But the saving of these two sums (£24 together) is more apparent than real, for the purchaser would have to pay them, and, in anticipation of doing so, he would pay £24 less to the vendor for the property.

The extent to which the Acts increase the cost of transfer of land may be a matter of opinion, but that there is such an increase, and that in many cases the increase may be considerable, can be conclusively shewn. A SOLICITOR.

London, March 5.

CASES OF THE WEEK.

Court of Appeal.

JACOBS *v.* MORRIS. No. 2. 21st Jan., 3rd March.

PRINCIPAL AND AGENT—POWER OF ATTORNEY—GENERAL WORDS—POWER TO BORROW—EXCESS OF AUTHORITY.

This was an appeal from a decision of Farwell, J. (reported 49 W. R. 365). The plaintiff was the sole representative of a business firm in Australia trading under the name of Jacobs, Hart, & Co., which had an agency in London. In 1893 or 1894 the plaintiff's brother, Leslie Jacobs, became the London agent, and on the 30th of January, 1899, the plaintiff executed a power of attorney appointing Leslie Jacobs attorney and agent in England to purchase goods in connection with the said business, and either for cash or on credit, and where necessary in connection with any purchases as aforesaid or in connection with the said business to make, draw, sign, accept, or indorse bills of exchange or promissory notes, and to sign the name of the plaintiff or his trading name to any cheques or orders for payment on the plaintiff's London banking account. This banking account had since 1882 been kept in the name of the firm, but since 1893 had been exclusively operated upon by Leslie Jacobs, and it appeared that he had used it partly for the plaintiff's purposes and partly for his own. The defendants were a firm of cigar importers who had dealt with the plaintiff's firm since 1889. In June, 1899, Leslie Jacobs, purporting to act on behalf of the firm, applied to the defendants for a loan of £4,000, which they agreed to do on condition that a large order was placed with them. Accordingly they handed to Leslie Jacobs two cheques for £2,000 each drawn to the order of Jacobs, Hart, & Co., and received from him four bills of exchange to that amount accepted "Jacobs, Hart, & Co., *per pro* Leslie Jacobs." The cheques were paid into the plaintiff's firm's banking account in London. On the same day Leslie Jacobs, purporting to act for the firm, purchased from the defendants cigars to the amount of £1,070 in payment of which he gave two bills for £1,000 and £70, accepted in the same way. The whole of the £4,000 was drawn out by Leslie Jacobs and used by him for his own purposes. The plaintiff then commenced this action to restrain the defendants from negotiating the bills, and the defendants counterclaimed for payment of the sums due on the bills, or alternatively for the £4,000 as money had and received by the plaintiffs to their use. Farwell, J., held that the power of attorney did not confer on the agent a general borrowing power, and that the plaintiff did not know that the money was borrowed, and therefore the counterclaim failed. The defendants appealed.

THE COURT (VAUGHAN WILLIAMS, STIRLING, and COZENS-HARDY, L.JJ.) dismissed the appeal. The power of attorney contained no express power to borrow, and there was no implied power to borrow. The defendants must be taken to have had full notice of the power of attorney, and that Leslie Jacobs had no power to borrow, and the fact that they lent money to a person who had no power to borrow was the proximate cause of the loss. But it was said that even if Leslie Jacobs had no power to borrow the plaintiff was still liable for money had and received. Here again their lordships agreed with Farwell, J., that that was not so. They also agreed with the learned judge's view of *Marsh* v. *Keating* (1 Bing. N. S. 198). The loss was not caused by the act of the plaintiff, but by the act of the defendants. The plaintiff was not therefore liable.—COUNSEL, *Neville*, K.C., *Butcher*, K.C., and *A. L. Morris*; *Upjohn*, K.C., and *Johnston Edwards*. SOLICITORS, *Hollams, Sons, Coward, & Hawksley*; *Robinson & Stannard*.

[Reported by S. E. WILLIAMS, Esq., Barrister-at-Law.]

DEVERGES *v.* **SANDEMAN, CLARK, & CO.** No. 2. 31st Jan; 1st March.

MORTGAGE—COMPANY—SHARES—FLUCTUATING SECURITY—NO DAY FIXED FOR PAYMENT—NOTICE—SALE BY MORTGAGEE.

This was an appeal by the plaintiff from the decision of Farwell, J. (reported 49 W. R. 167; 1901, 1 Ch 70). The action was brought against a firm of stockbrokers claiming redemption of some shares in a gold mining company, or, in the alternative, damages for the alleged wrongful sale of the shares. In July and October, 1897, the defendants, on the instructions of the plaintiff, who was resident in Spain, bought for him on the Stock Exchange 700 shares in the Central Boulder Gold Mines (Limited). Part of the purchase-money was paid by the plaintiff, but the balance, amounting to £538 19s. 2d, was paid by the defendants on the plaintiff's behalf. In accordance with a verbal arrangement between the parties, the defendants on the ensuing account day caused the shares to be transferred into the names of two members of their firm, to be held by them on the defendants' behalf by way of mortgage to secure the sum so due from the plaintiff. On the 31st of August, 1897, the defendants wrote to the plaintiff: "We have been expecting to receive from you the further remittance as promised by you to complete the amount due to us on the purchase of the shares which have been, as desired by you, registered in our names, and are, subject to the amount you owe us, *plus* interest to the next account day, the 15th of September, at your disposal. Should you not place us in funds by that date we shall deem ourselves at liberty to sell, at our discretion as to date, and at the then market price, the shares we hold." The plaintiff did not make the further remittance, and no further payments were made by him, notwithstanding repeated applications on the part of the defendants. In September, 1898, the company in question went into liquidation for the purpose of reconstruction, and its assets and undertaking were transferred to a new company. The defendants received a circular in June, 1898, which they sent on to the plaintiff, in which it was stated that the holder of the 700 shares in the old company was entitled to take up 1,050 shares in the new company upon payment of 3s. per share. On the 22nd of August, 1898, the defendants wrote to the plaintiff asking him whether he intended participating in the reconstruction of the company, thereby incurring a liability of 3s. a share on 1,050 shares, or whether he would adopt the only other alternative of allowing his shares to be forfeited. And the defendants gave him notice that they would not apply for the 1,050 shares adopting the liability of 3s. per share (which had to be done on or before the 9th of September) for his benefit, also that, as he had not remitted them the money to complete the purchase, and they were unfortunately unprotected by any security they should deem themselves at liberty to adopt at their pleasure such steps as might unfortunately be necessary to recover the debts due by him to them. The plaintiff, though invited to do so by the defendants, did not provide any money to take up the new shares, and eventually the defendants applied for and obtained an allotment of the new shares to themselves, and paid the 3s. per share thereon. In July, 1899, the plaintiff applied to the defendants for an account, and the defendants rendered one shewing a balance of £595 2s. 9d. due to them. The defendants at the same time informed the plaintiff that he had forfeited all right to any interest in the new company, owing to his failure to provide the funds for taking up the new shares. The plaintiff alleged that the defendants had sold the shares without notice to him, and that since the sale, which he submitted was improper, the price of the shares had gone up, so that by reason thereof he had suffered loss. The defendants admitted that they had sold the shares, and before action brought they took up the position that they were entitled to the shares for their own benefit; but in their defence they stated that they were willing to account, and they therewith delivered an account shewing a balance in the plaintiff's favour of £55 4s. 11d., which they brought into court, and said that that sum was sufficient to answer the plaintiff's claim in the action. The plaintiff, however, contended that the sale was altogether wrong. Farwell, J., accordingly dismissed the action with costs. The plaintiff appealed.

THE COURT (STIRLING and COZENS-HARDY, L.JJ., VAUGHAN WILLIAMS, L.J., dissenting) dismissed the appeal.

VAUGHAN WILLIAMS, L.J., delivered judgment in favour of allowing the appeal.

STIRLING, L.J.—This case was decided in the court of first instance and has been argued in this court on the basis that the relation between the plaintiff and the defendants was that of mortgagor and mortgagee; and I think that it must now be dealt with on that footing. I agree with Farwell, J., in thinking that the following statement of the law at p. 275 of Robbins on Mortgages is correct: "If stock is itself made the security for money, and the day appointed for payment is passed, the mortgagee may at once proceed to sell the stock and repay himself principal and interest without any authority from the mortgagor and without commencing an action of foreclosure." This, however, leaves open the question, What are the rights of the mortgagee where no day has been appointed for payment? I have nowhere found any authoritative statement of the law on this head. Some light may be derived from what has been said by learned judges as to the rights of a pawnee or pledgee of chattels in like circumstances. Thus according to *Ex parte Hubbard* (35 W. R. 2, 17 Q. B. D. 690) and *Re Morritt* (35 W. R. 277, 18 Q. B. D. 222) it would seem to me that where no time for payment has been originally fixed, then, before the power of sale can be exercised, notice is to be given to the mortgagor, and default must be made by him in payment after such notice. What this notice is to contain is nowhere defined; but it must, of course, be a notice which is in all respects reasonable, regard being had to the circumstances of the case. A notice demanding payment of an excessive sum has been held to be bad: *Piggott* v. *Cubley* (12 W. R. 467, 15 C. B. N. S. 701). The notice must give a reasonable opportunity to the mortgagor to pay what is due under the mortgage; and I think it is at least desirable that it should. [His lordship then discussed the facts of the case, and continued:] We were invited by the learned counsel for the defendants to hold that the letter of the 22nd of August, 1898 (if no other), was such a notice as entitled them to sell the shares, and I have come to the conclusion that it was. It fixes a day for payment—viz, the 9th of September, 1898. The period between the date of the letter and the day fixed for payment is two days longer than the period fixed by the letter of the 31st of August, 1897, which was assented to by the plaintiff, and was, I think, perfectly reasonable. It also clearly intimates to the plaintiff that if he fails to comply with the terms of it the defendants will proceed to enforce their rights. It is said that this letter contains such misrepresentations as to invalidate it as a notice. These are, first, that the defendants speak of the shares as liable to forfeiture in the event of the plaintiff not assenting to the scheme; and, secondly, that they describe themselves as unprotected by any security. Literally, no doubt, these statements are incorrect. If the plaintiff did not assent to the scheme, he would have been entitled to receive the value of his shares, which was ascertained to be a little over 1s. per share. The defendants had a security, and if they had sold the old shares in the market they would have obtained in the market about the same sum per share. Although in these respects the letter is not strictly accurate, I think that it was not misleading. The letters of the plaintiff shew that he was impecunious, and the sum of £30 would not have enabled him to pay a debt of over £500. The subsequent correspondence extended the time for payment to the 24th of September, and it does not seem to me that the subsequent letters of the 3rd of October and the 15th of November, written by the defendants, deprived them of any right which they had thus acquired. I say this because, as I understand, the learned judge who heard the case and saw the witnesses has found as a fact that the defendants, although they made a serious and regrettable mistake as to their legal position, nevertheless acted in good faith, believing themselves to be owners of the shares substituted for those originally bought. In my judgment the defendants had, under the letter of the 22nd of August, 1898, power to sell all the 700 shares at any time after the 24th of September, 1898, and also, as regards the first 400 shares, the power derived from the letter of the 31st of August, 1897. Both these powers were available over the new shares substituted for them respectively. I do not think that the fact found by Farwell, J., that the defendants sold *bonâ fide*, believing themselves to be absolute owners, precludes them from defending themselves on the ground of a power of sale which they were entitled to exercise; and I think that *Henderson* v. *Astwood* (1894, A. C., 150) is an authority in support of that view. In my opinion, the judgment of Farwell, J., was right, and the appeal ought to be dismissed.

COZENS-HARDY, L.J., delivered judgment to the same effect as Stirling, L.J.—COUNSEL, *Wallace*, K.C., and *Stutfield*; *Upjohn*, K.C., and *Stewart Smith*. SOLICITORS, *E. F. Weldon*; *Morley, Shirreff & Co.*

[Reported by J. I. STIRLING, Esq., Barrister-at-Law.

BAILY *v.* **CLARK, SON, & MORLAND (LIM.).** No. 2. 28th Feb., 1st March.

ARTIFICIAL WATERCOURSE—RIPARIAN PROPRIETORS—USER OF WATER—MILLOWNER.

This was an appeal by the defendants from the decision of Byrne, J. The plaintiffs, A. Baily & Co., are the owners of a mill called Beckery Mill, near Glastonbury, situated upon a cut or channel, alleged to be artificial, by which a portion of the water of the River Brue is carried down from a place known as Clyce Hole, for a distance of a mile and a half, ultimately rejoining the river in its course. The water in this channel passes, first, the defendants' factory, known as Northover Factory, in respect of which the claim in this action is made; then, about 200 yards lower down, a factory of the plaintiffs' called the Beckery Factory, closely adjoining the mill. The inflow of water from the River Brue is regulated by means of an artificial structure with removable boards, which is, and always has been, under the control of the millowner, upon whom also had fallen the task of keeping the bed of the cut clean and clear. The defendants, Clark, Son, & Morland (Limited), carry on an extensive business at Northover Factory, which is on the site of the old tannery, as manufacturers of sheepskin and other rugs, and used for the purposes of their business the water coming down this artificial channel. The plaintiffs also carry on at Beckery Factory a skin and rug manufacturing business; and they alleged that the defendants in the course of their business polluted and fouled the stream flowing down this cut and abstracted water therefrom to such an extent as to seriously interfere with and diminish the flow thereof to the plaintiffs' mill and factory. The

pollution was said by the plaintiffs to be caused by the washing, soaking, and scouring of sheep and other skins in the stream, after they had been previously subjected to dyeing processes, and by returning into the stream the effluent liquid which had been used in the various processes of manufacture. The present action was, therefore, brought to restrain the defendants from (1) fouling or polluting the stream in the cut; (2) diverting or abstracting the water; and (3) obstructing or diminishing the flow of the stream. The plaintiffs claimed, both as owners of Beckery Mill and of their factory, a right to the whole and unpolluted flow of the water of the stream as it entered the cut, as well for the use of the mill as for the use of their factory. By reason of an action brought in 1877, and of certain subsequently executed deeds of arrangement, the defendants could not have as against the plaintiffs, as millowners, by prescription or otherwise, any rights in respect of the stream other than such (if any) as had been acquired in right of Northover prior to that year. It appeared that no waste from the plaintiffs' factory was returned into the channel above Beckery Mill. At the trial a great deal of expert and other evidence, some of it very conflicting, was adduced as to the nature and extent of the alleged pollution and abstraction and obstruction of the water in the cut. Byrne, J., gave judgment, granting a perpetual injunction restraining the defendants, their servants and workmen, from wrongfully fouling or polluting, and from diverting and abstracting, the water of the mill stream in question, further or otherwise or to any greater extent than such water was formerly fouled or polluted, diverted or abstracted, for the same process or processes (if any) as was or were formerly carried on at the old tannery on the site of the defendants' premises, and which had since been carried on by the defendants at Northover Factory and Glastonbury; but the operation of that injunction was suspended until the 4th of August, 1901, so as to give the defendants time to re-arrange their process as far as possible. And the defendants were ordered to pay to the plaintiffs their costs of the action. From that judgment the defendants appealed.

THE COURT (VAUGHAN WILLIAMS, STIRLING, and COZENS-HARDY, L JJ.) allowed the appeal as regarded the abstraction of water, but affirmed the decision as regarded the pollution of the stream.

VAUGHAN WILLIAMS, L.J.—The court are of opinion that there has been an unjustifiable pollution, and the injunction as to that will remain, but the defendants will be allowed reasonable time to make the necessary alterations. As regards the abstraction of water the case has been argued on the basis that the stream is an artificial one, and I will deal with the case upon that footing. If it were a natural stream each riparian owner's rights would be those which are stated by Lord Kingsdown in *Miner* v. *Gilmour* (12 Moo. P. C. 156). In the case of an artificial watercourse any right to the flow of water must depend on some grant or prescriptive easement or arrangement, either proved or presumed from the user by the owners of the land through which the water flows. The basis of all rights must be agreement, express or presumed, with the owners of the land through which the artificial watercourse runs. That being so, it is plain that the circumstances may be such as to lead to the inference that the artificial channel was constructed upon the terms that all the riparian proprietors should have the same rights as riparian proprietors would have in the case of a natural stream and no more. *Sutcliffe* v. *Booth* (32 L. J. Q. B. 136) is an authority for this proposition. I am not certain that the ordinary rights of riparian proprietors would not be sufficient for the defendants. But I think that their rights are somewhat wider. In my judgment it is perfectly clear from the evidence that what has been done by the defendants in abstracting water has not been a violation of the plaintiffs' rights as a riparian proprietor on this artificial stream. On the evidence I have come to the conclusion that this artificial stream was constructed under such conditions that water might be abstracted for manufacturing purposes equally by all the riparian proprietors, provided that the abstraction was of reasonable amount. It is always difficult to say what amount is "reasonable," but in the present case there is, in my opinion, no proof that the defendants have withdrawn any larger quantity of water than is reasonable. It has been suggested that the proper inference from the circumstances is that the millowner had some higher right than the other riparian proprietors—that the artificial cut was made for the benefit of the mill, and that, by prescription or user, the plaintiffs had gained some paramount right larger than those of the other riparian owners. I do not say that such a state of things is impossible, but, in my judgment, such an inference ought not to be drawn from the facts of the present case. And I am clearly of opinion that no possible inference which can be drawn from the facts of the present case would give the plaintiffs a right to every drop of water passing along the stream without any diminution whatever.—COUNSEL, *Levett*, K.C., and *R. C. Glen*; *Bowden*, K.C., and *Coldridge*. SOLICITORS, *Crowders*, *Vizard*, & *Oldham*, for *Nixon*, Glastonbury; *James* & *Mellor*.

[Reported by J. I. STIRLING, Esq., Barrister-at-Law]

High Court—Chancery Division.

Re **BEAUMONT. BEAUMONT** *v.* **EWBANK.** Buckley, J. 26th and 27th Feb.

DONATIO MORTIS CAUSÂ—VALIDITY—CHEQUE BY DONOR IN FAVOUR OF DONEE—CHEQUE PRESENTED BEFORE DEATH BUT NOT PAID.

This was an originating summons to determine whether a deceased person had made a valid *donatio mortis causâ* to his sister. The facts, so far as they are material to be here stated, were as follows: On the 19th of February, 1901, the deceased, being in expectation of death, caused a cheque for £300 to be drawn in favour of his sister; he signed the cheque, and, by his direction, it was handed to her. The cheque was presented on the 23rd. The deceased's account was overdrawn; the cheque was not paid because the manager doubted the signature; his lordship found that the manager was minded to lend the money and thereout to pay the amount of the cheque, provided the signature was correct. On the 25th the deceased died. The following cases were cited: *Gardner* v. *Parker* (3 Mad. 84), *Duffield* v. *Elwes* (1 Sim & Stu. 239, 1 Bli. 497), *Veal* v. *Veal* (27 Beav. 303), *Hewitt* v. *Kaye* (6 Eq. 198), *Bromley* v. *Brunton* (6 Eq. 275), *Re Beak's Estate* (13 Eq. 489), *Re Mead* (15 Ch. D. 651), *Re Dillon* (44 Ch. D. 76), *Edwards* v. *Jones* (1 My. & Cr. 226), *Cain* v. *Moon* (1896, 2 Q. B. 283), and *Hopkinson* v. *Forster* (19 Eq. 74).

BUCKLEY, J., said that to constitute a valid *donatio mortis causâ* it must be found as a fact that the donor did not intend the gift to be absolute unless he died. In every case there was a question of fact whether under the circumstances of the case it was not a present and absolute gift. As pointed out by Lord Eldon in *Duffield* v. *Elwes*, in holding that a mortgage or bond given as a collateral security could be made the subject of a *donatio mortis causâ*, the question was not similar to that which arose where a court of equity was asked to give complete effect to an incomplete voluntary conveyance, because it was of the nature of a *donatio mortis causâ* that the title of the donee was not complete till the donor was dead. The question was whether the donee had acquired a right against the legal personal representative of the donor to have his title made complete. His lordship then reviewed the cases in which, on this principle, it had been held that there had been a good *donatio mortis causâ*, and said that in all of them the donee had not got a complete title, but there had been handed to him the *indicia* of property, so that the donee could treat the legal personal representative of the donor as a trustee for him of the amount. But how did the matter stand as regards the deceased's own cheque? It was plain law that a donor's own cheque in favour of another, and handed to that other, did not operate as an equitable assignment in favour of the donee of any part of the donor's balance at his bank: *Hopkinson* v. *Forster*. The cheque was no more than a revocable mandate which the drawer could revoke, and which, in the event of his death, was *ipso facto* revoked. If the cheque was presented and paid and the donee received money, there was no question of a *donatio mortis causâ* of a cheque. The only question was whether the money was received on the terms that the donee should only keep it if the donor died. But if the cheque was not presented or paid before the donor's death, it was no more than a revocable order which was revoked by the donor's death: *Hewitt* v. *Kaye*, *Re Beak's Estate*. In *Re Dillon* Lord Lindley had expressed the opinion that the doctrine that a man cannot make such a gift of his own cheque might some day require consideration. But if the doctrine of *Hewitt* v. *Kaye* and *Re Beak's Estate* was to be reconsidered, it must be by a higher court. Those authorities were binding on him and he followed them. He therefore held that there was no valid *donatio mortis causâ*.—COUNSEL, *Robertson*; *Sargant*; *Jessel*. SOLICITORS, *Lowndes* & *Son*, for *A. P. Griffith Davis*; *St. Barbe*, *Sladen*, & *Wing*.

[Reported by H. L. OBBISTON, Esq., Barrister-at-Law]

Re **DAVIS. HANNEN** *v.* **HILLYER.** Buckley, J. 25th and 26th Feb.

WILL—CHARITABLE LEGACY—CHARITABLE INSTITUTION WHICH HAS NEVER EXISTED—GENERAL CHARITABLE INTENTION—CY PRÈS.

A testatrix, among a number of other charitable legacies, bequeathed £500 to the "Home for the Homeless, 27, Red Lyon-square, London." The will contained declarations that the receipt of the treasurers of the charitable institutions which were beneficiaries under the will should be a discharge to her executors, and that in the event of any question arising as to the designation of any of the charitable institutions named in the will, or which one, two, or more of such institutions it was intended to benefit, the decision should rest with her executors. There was also a bequest of residue to be divided rateably among the "various charitable institutions which are beneficiaries under this instrument." There was not at the date of her death, and never had been, in London, any institution known as the "Home for the Homeless." Several societies claimed the legacy, but their claims were disallowed; it was also claimed by the next-of-kin, on the ground that inasmuch as this was a legacy to a charity which had never existed, it must be taken that no general charitable intention had been shewn. The other charitable institutions named in the will claimed that the £500 had become part of the residue. For the Attorney-General, who was joined as a defendant in the present summons, it was claimed that the legacy should be applied *cy près*. A further question arose as to the residuary gift. The following cases were cited: *Clark* v. *Taylor* (1 Drew. 642), *Re Ovey* (29 Ch. D 560), *Re Rymer* (1895, 1 Ch. 19), *Loscombe* v. *Wintringham* (13 B. 87), *Hoare* v. *Hoare* (56 L. T. 147), *Re Clergy Society* (2 K. & J. 615), *Re Maguire* (9 Eq. 632), *Re White* (33 Ch. D. 449), and *Moggridge* v. *Thackwell* (7 Ves. 69).

BUCKLEY, J., after stating the facts, said that there was one class of case which dealt with the state of facts where a legacy was given to a charitable institution which had existed and had ceased to exist before the death of the testator. In those cases there was held to be a lapse. It was so held in *Clarke* v. *Taylor*, *Russell* v. *Kellett* (3 Sm & G. 264), and *Fisk* v. *Attorney-General* (4 Eq. 521); the doubt which was expressed by Stuart, V.C., in the last-mentioned case, as to whether from such a state of facts a general charitable intention might not be found, was set at rest in *Re Ovey* and in *Re Rymer*. The present case was that of a gift to a charitable institution which had never existed at all; the principle to be applied was that, in such a case, the court, which always leans in favour of a charity, is more ready to infer a general charitable intention, although it was possible to contemplate that the testator intended to benefit a particular charity which she thought existed, but which did not exist. His lordship then referred to *Loscombe* v. *Wintringham*, *Hoare* v. *Hoare*, *Re Clergy Society*, and *Re Maguire*. The principle of the last two cases was

that the court would, in such a case, lean towards finding a general charitable intention and would take small indications on the face of the will in order to say that a purpose was meant and not a person. In the present case the gift to a non-existent society was interpolated between gifts to other charitable gifts; that was one of the grounds relied on in both cases. His lordship then read the portions of the will above referred to, and said that they assisted the court in inferring a general charitable intention. He therefore held that this legacy was effectual. On the question of residue his lordship held that the authority or institution which might have to administer the legacy, whether the king under the sign manual dealt with the fund, or the court administered it *cy prés* was included in the words "charitable institutions which are beneficiaries under this instrument" He therefore held that the residue ought to be divided rateably among the institutions named, including the institution or authority which had to administer the legacy.—COUNSEL, *H. M. Humphry; Stone; R. J. Parker; H. Terrell*, K.C., and *W. M. Cann*. SOLICITORS, *William Jessop; Tippetts & Son; Smith Fawdon & Low; Cheston & Sons; Treasury Solicitor*.

[Reported by H. L. ORMISTON, Esq., Barrister-at-Law.]

Re **BOZZELLI. HUSEY-HUNT** *v.* **BOZZELLI.** Swinfen Eady, J. 26th Feb.

MARRIAGE—DECEASED BROTHER'S WIFE—DOMICIL—5 & 6 WILL. 4, c. 54—VALIDITY.

Summons. Edith M. Jones executed a settlement on the occasion of her first marriage in 1871 with Edward Bozzelli and there was issue of the marriage. Edward Bozzelli died on the 29th of November, 1879. He was an Italian subject domiciled in Italy. Mrs. Bozzelli was married in Italy and lived with her first husband up to the date of his death. On the 11th of December, 1880, she married Michael Bozzelli, a brother of her deceased husband, who was also an Italian subject, domiciled in Italy, and there was issue of the marriage. It was necessary to decide with reference to a provision in the settlement whether the second marriage was valid according to English law. It was valid according to Italian law, and there was no contention that it was not valid as to form.

SWINFEN EADY, J.—The general principle in these cases is that the law of domicil governs the contract of marriage. Here the domicil was Italian. The objection was raised that the second marriage was void under 5 & 6 Will. 4, c. 54, which enacted that all marriages between persons within the prohibited degrees of consanguinity or affinity shall be absolutely null and void to all intents and purposes whatsoever. The leading authority on this question is the case of *Brook* v. *Brook* (9 W. R. 461, 9 H. L. C. 193). There British subjects domiciled in this country went abroad to Denmark where, by the law, the marriage of a man with his deceased wife's sister is valid, and were there duly married. Lord Campbell said: "A marriage between a man and the sister of his deceased wife, being Danish subjects domiciled in Denmark, may be good all over the world, and this might likewise be so even if they were native-born English subjects, who had abandoned their English domicil, and were domiciled in Denmark." Here Lord Campbell treats the law of domicil as being the law governing the validity of marriage even in the case of a deceased wife's sister, and even though the parties were British subjects domiciled abroad. [His lordship then read long extracts from Lord Cranworth's judgment in the same case.] The case of polygamous marriage came before the court in *Hyde* v. *Hyde* (14 W. R. 517, 1 P. & D. 130). There both the man and the woman were single and competent to contract marriage, and the marriage was contracted in a country where polygamy was lawful. It was a valid marriage by the *lex loci*, but was not valid in Christendom. In the present case I have to deal with a marriage valid by the law of domicil and also by the laws of many countries and a marriage which certainly cannot be regarded as an incestuous union. In the case of *Sottomayor* v. *De Barros* (26 W. R. 465, 3 P. D. 1), the marriage, celebrated in England, of Portuguese subjects domiciled in Portugal, was declared null and void, because by the law of Portugal a marriage between first cousins is illegal as being incestuous. There the law of domicil was applied to the question of the validity of the marriage. Now, in the case before me the marriage was valid by the law of domicil and was not incestuous according to the general opinion, and in my view the marriage was a valid marriage, and the lady has the power of appointing to her second husband.—COUNSEL, *Austen Cartmell; McMullan; Tomlin*. SOLICITORS, *Attree, Johnson, & Ward*, for *Hunt, Currey, Nicholson, & Co.*, Lewes.

[Reported by J. H. DAVIES, Esq., Barrister-at-Law.]

High Court—Probate, &c., Division.

In the Matter of **PAMELA COOK (DECEASED).** Jeune, P. 1st March.

PROBATE—EXECUTOR ACCORDING TO THE TENOR.

This was a motion for a grant of probate to John Goodrick as executor according to the tenor under the following circumstances: Pamela Cook, widow, of Maresfield, Sussex, made a will on the 19th of March, 1897, and died on the 24th of November, 1901. After bequeathing certain legacies the testatrix added, "I desire John Goodrick, of 4, Campden-grove, Kensington, to pay all my just debts, and I bequeath to my niece, &c., &c." Counsel said that so far as he was aware there was no authority exactly in point, but the question being one entirely of construction, he contended that those words would constitute Mr. Goodrick an executor according to the tenor of the will, otherwise the words would be useless, for there was nothing to compel any of the legatees to employ Mr. Goodrick as their agent.

JEUNE, P., in giving judgment, said that where a trustee was directed to pay debts he would be treated as executor, and although he did not know of any authority that exactly covered the point, he held that Mr. Goodrick was an executor according to the tenor of the will.—COUNSEL, *Barnard*. SOLICITORS, *Burchell, Wild, & Co.*

[Reported by GWYNNE HALL, Esq., Barrister-at-Law.]

B. *v.* **B AND F.** Jeune, P. 1st March.

DIVORCE—UNDISCHARGED BANKRUPT—CLAIM FOR DAMAGES—SECURITY—PRACTICE.

This was a summons on appeal from an order of the registrar directing the petitioner to give security for the co-respondent's costs within fourteen days or to withdraw the claim for damages. For the petitioner it was contended that the registrar was wrong in following the case of *Smith* v. *Smith and Palk* (7 P. D. 227), where the petitioner was ordered to give security on the ground that he was an uncertificated bankrupt, because of the more recent decisions in *Rhodes* v. *Dawson* (16 Q. B. D. 548), *Malcolm* v. *Hodgkinson* (8 Q. B. 208), and *Cowell* v. *Taylor* (31 Ch. D. 34). Further, in *Cook* v. *Whellock* (24 Q. B. D. 658) it was held that a bankrupt plaintiff whose discharge had been suspended until he had paid 5s. in the £ ought not to be ordered to give security for the costs of the action, and that case also approved of the decisions cited above. Claims for damages in this court had taken the place of the former actions for *crim. con.*, and those claims were by section 33 of the Matrimonial Causes Act, 1857, directed to be heard on the same principles as actions for *crim. con.* had been tried in the courts of common law. The true rule of law was to be found in Chitty's Archbold (vol. 1, pt. 5, c. 33, p. 398), which said: "The plaintiff will not be compelled to give security for costs merely because he is a pauper, a bankrupt, or insolvent, and this even in a *qui tam* action. For the co-respondent it was contended that the decision of Lord Hannen in the case of *Smith* v. *Smith and Palk* (7 P. D. 227) was not affected by those decisions, the practice as to damages and costs being on a different footing to that in common law. Counsel also cited *Richardson* v. *Richardson and Plowman* (1895, P. 276 and 346), *Carson* v. *Pickersgill* (14 Q. B. D. 859).

JEUNE, P., in giving judgment, said that he thought the decisions of the Court of Appeal did overrule the case of *Smith* v. *Smith and Palk* (7 P. D. 227). That court had apparently come to the conclusion that it had always been bad law to order a plaintiff to give security for costs on the ground that he was a bankrupt, and the order of the registrar must therefore be reversed.—COUNSEL, *Barnard; J. H. Murphy*. SOLICITORS, *Collyer-Bristow & Co.; Woodcock, Ryland, & Parker*.

[Reported by GWYNNE HALL, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

FEYERICKS *v.* **HUBBARD.** Walton, J. Feb. 15th and March 1st.

FOREIGN JUDGMENT, ACTION TO ENFORCE—CLAIM FOUNDED ON ALLEGED BREACH OF AGREEMENT—JUDGMENT SIGNED IN DEFAULT OF APPEARANCE AGAINST A BRITISH SUBJECT NOT RESIDENT ABROAD NOR SUBMITTING TO THE JURISDICTION OF THE FOREIGN TRIBUNAL—CONDITION OF AGREEMENT THAT ALL DISPUTES SHOULD BE SUBMITTED TO FOREIGN JURISDICTION.

Action set down for hearing under order 14. The action was brought by Albert Feyericks and two other gentlemen, Belgian subjects, against C. F. Hubbard, manufacturer of steel ovens and ranges, carrying on business in Lupus-street, S.W., to recover £1,208, the amount of a judgment entered for the plaintiffs in default of appearance by the defendant in certain proceedings before the Tribunal of Commerce, Ghent. In 1896 and 1897 the defendant's improved ovens were awarded gold medals at Ghent. By a contract dated the 7th of September, 1895, the plaintiffs agreed to purchase of the defendant the Belgium patent for £4,000, paying £1,000 down and giving the defendant 1,000 shares in a company which was to produce the new oven in Belgium. The plaintiffs contended that the defendant failed to complete his contract, inasmuch as he did not instruct their workmen to make the ovens satisfactorily, and in consequence they took proceedings before the Tribunal of Commerce, the agreement providing that all disputes between the parties should be submitted to Belgian jurisdiction. The defendant did not appear, and in the result the court gave judgment for the plaintiffs for £1,208. The plaintiffs submitted that they were entitled to recover the amount of the finding in this country. The defendant submitted he had a good defence to the claim, and the matter was ordered to be tried in court. On his behalf counsel contended that the defendant, being a British subject residing in this country, no order of the Belgian court could be enforced against him here, because he had never submitted to the jurisdiction of the foreign court. He denied, moreover, that the ovens were ill-constructed, as the plaintiffs alleged, which he had supplied under the agreement, and submitted that the plaintiffs were indebted to him in the sum of £2,000. He also said that at the time proceedings were taken in the Belgian court there was no dispute between him and the plaintiffs, and that he had no notice of such proceedings. The plaintiffs, in reply, said due notice of the proceedings had been sent him by registered letter, and they produced a certificate of posting. They said, moreover, that four months were allowed by the Belgian law for a defendant to put in an appearance, and that the judgment was not entered for them until that period had expired. During the argument *Copin* v. *Adamson* (L. R. 9 Ex. 345), *Bank of Australia* v. *Harding* (9 C. B. 661), and *Schibsby* v. *Westenholz* (L. R. 6 Q. B. 155) were cited. *Cur. adv. vult.*

WALTON, J., in giving judgment, said it was laid down in numerous cases that a British subject residing in this country might contract with others that his rights under a contract should be determined not only in

accordance with foreign law but by a foreign tribunal. The defendant had agreed that he would submit all disputes relating to his agreement with the plaintiffs to the Belgian court, and that meant he would be bound by the decision of the Belgian tribunal. Under these circumstances he thought judgment ought to be entered for the plaintiffs for the amount they claimed with costs. Judgment accordingly. Stay of execution granted.—COUNSEL, *Montague Shearman; Warde.* SOLICITORS, *Leighton & Savory; Metcalfe & Sharpe.*

[Reported by ERSKINE REID, Esq., Barrister-at-Law.]

DAVIES *v.* JONES AND OTHERS. Div. Court. 27th Feb.

LARCENY—TAKING FISH—LEASE OF FARM SILENT AS TO FISHERY RIGHTS—PRESUMPTION THAT TENANT HAD RIGHT TO TAKE FISH—BARE STATEMENT BY INFORMANT THAT LANDLORD HAD RESERVED THE RIGHT TO FISH, INSUFFICIENT TO SUPPORT CONVICTON.

Case stated by the justices of the peace for the county of Denbigh. The case set out that on the 26th of August, 1901, an information was heard against five men (the appellants) preferred by one Davies (the respondent), and charging that on the the 18th of July, 1901, between "the beginning of the last hour before sunrise and the expiration of the first hour after sunset, they unlawfully and wilfully did take fish called trout, then being found in a certain stream of water wherein Col. Wynne Finch then had a private right of fishery," and they were each fined 5s. and costs. It was contended before the magistrates on behalf of the appellants that Col. Wynne Finch was not the owner of the fishery rights and an agreement signed by Col. Wynne Finch's agent and by Jones, who was the tenant of the Colonel's farm through which the stream flowed, was put in evidence, and it was submitted that the bare statement by the informant that the fishery rights were reserved by Col. Wynne Finch was no evidence of the fact upon which the magistrates ought to act. It was also said the conviction was bad because the magistrates had refused to allow the solicitor after he had addressed the court to call one of the appellants to give evidence. The question for the opinion of this court was whether upon the facts stated the decision appealed from was erroneous in law. For the appellants counsel said there were four points which he desired to make: That there was no evidence of a private fishery belonging to Col. Wynne Finch, and the right to fish ought, therefore, to have been deemed to be with the tenant; that there was no evidence of *mens rea*; that there was a *bonâ fide* claim of right which ousted the jurisdiction of the magistrates to deal with the matter at all; and, lastly, that there had been an improper rejection of evidence on the part of the justices. In support of his proposition that the fishing rights must pass to the tenant under the lease unless there was a reservation, he cited Patterson's Fishery Law, p. 67, and *Graham* v. *Ewart* (7 H. L. Cas. 331). This was not larceny, the evidence being that the tenant had a right to fish with his labourers in this stream. For the respondent it was urged that there was no case which laid down that when a lease was silent as to fishery rights, the right to fish passed to an agricultural tenant. It was found in the case that the tenant had asked for permission to fish in the stream on his own land, and that was some evidence upon which the magistrates might have found as they did. He cited *Moore* v. *Earl of Plymouth* (7 Taun. 613) and *Hudson* v. *M'Rae* (33 L. J. N. S. M. C., p. 65) on the question of *mens rea*.

THE COURT allowed the appeal.

LORD ALVERSTONE, C.J., said the question they had to decide was whether on the evidence before the magistrates they ought to have convicted the appellants of stealing fish under section 24 of the Larceny Act, which fish were alleged, but not proved, to be in a fishery belonging to Col. Wynne Finch. There was no evidence of any previous grant or any reservation of this fishery. It must be remembered that here the men were fishing by the leave and licence of the tenant. He thought the law was rightly stated by Patterson in the passage referred to, and that the right of fishing passed by the lease to the tenant, for the very good reason that unless the landlord reserved the right to fish he would have no right to go upon the banks of the stream. There was no evidence here to support the conviction.

DARLING and CHANNELL, JJ., in concurring, expressed their opinion that there was no evidence that the right of the fishing was not in the tenant, which they thought it would be unless the landlord had reserved the right to fish when he let the farm. Conviction quashed.—COUNSEL, *R. M. Montgomery; Ellis Griffith.* SOLICITORS, *Patersons, Snow, Bloxam, & Kinder*, for *D. J. Humphreys; Lloyd-George, Roberts, & Co.*, for *Lloyd-George & George*, Criccieth.

[Reported by ERSKINE REID, Esq., Barrister-at-Law.]

HOLLAND (Appellant) *v.* HALL (Respondent). Div. Court. 26th and 27th Feb.

HAWKER—TAKING ROUND SEWING MACHINES—OFFER FOR SALE TO PERSONS WHO HAD NOT PREVIOUSLY REQUESTED AGENT TO CALL—HAWKERS ACT, 1888 (51 & 52 VICT. C. 33), ss. 2, 6.

Case stated by justices for the West Riding of Yorkshire. On the 16th of August, 1901, an information was preferred by the appellant, an officer of Inland Revenue, against the respondent for the recovery of the penalty imposed by section 6 of the Hawkers Act, 1888, charging the respondent with having traded as a hawker on the 19th of April, 1901, at the parish of Ilkley, without having a licence. The Hawkers Act imposes a duty upon an excise licence to be taken out by every hawker, subject to certain exemptions, and section 2 defines a hawker as follows: "'Hawker' means any person who travels with a horse or other beast bearing or drawing burden, and goes from place to place or other men's houses carrying to sell or exposing for sale any goods, wares, or merchandize, or exposing samples or patterns of any goods, wares, or merchandize to be afterwards delivered, and includes any person who travels by any means of locomotion to any place in which he does not usually reside or carry on business, and there sells or exposes for sale any goods, wares, or merchandize in or at any house, shop, room, booth, stall, or other place whatever hired or used by him for that purpose." On the 19th of April, 1901, the respondent and another man, P., were in the employ of the Singer Manufacturing Co., who are makers of sewing machines. They started from Shipley with a horse drawing a covered van, in which were five sewing machines. They were seen at Ilkley, and later at Ben Rhydding. At the latter place they went with the van to two houses, "Redgarth" and "Fieldhurst." At the former they saw a servant, and asked her if any order had been given at that house for a sewing machine. Upon a reply in the negative, they tried to persuade her to buy one, but she refused to do so. At the other house they saw two servants. J. B., a canvasser of the said company, had on the 17th of April, 1901, called at this house and had seen these two servants and had asked them to buy a sewing machine. He had no machines with him on that day, and upon offering to send a machine on approval was told that he might do so. J. B. did not mention any particular kind of machine nor any price, and there was no agreement made to purchase a machine. When the respondent and P. went to this house the two servants refused to buy a machine, but gave leave for one to be left there, and it was called for on the 22nd. When the respondent and P. started on their rounds on the 19th they had instructions to call at eight different houses to shew machines on approval. These houses included "Fieldhurst," but did not include "Redgarth." None of the persons in these eight houses had agreed to buy a machine, but they had previously expressed to a canvasser of the company a desire to see a machine in order to decide whether they would make a purchase. The machines were shewn to the people at their houses. The respondent, in giving evidence, stated that they were shewn on approval, and, if satisfactory, they would be sold. On behalf of the appellant it was contended that the respondent travelled with a horse drawing a burden, that he went from place to place and to other men's houses, and that the machines were carried for sale: *O'Dea* v. *Crowhurst* (80 L. T. 491, 47 W. R. Dig. 66). On behalf of the respondent it was contended that the Act did not apply to a large firm paying rates and taxes, but was intended to be a protection to the public against dishonest persons; that the machines were merely sent out to be taken to houses at which a canvasser had called, and that they had been previously ordered and were not carried for sale: *Rex* v. *Little* (1 Burr. 610), *Rex* v. *Buckle* (4 East, 346), and *Johnson and Others* v. *Hudson* (11 East, 181). The justices found as a fact that none of the five sewing machines had been sold when the respondent left Shipley, but, upon the evidence given, were of opinion that the machines were not carried for sale within the Act, as it was intended to offer them only to persons already visited by a canvasser, and they therefore dismissed the information.

THE COURT (LORD ALVERSTONE, C.J., and DARLING and CHANNELL, JJ.) took time to consider their judgment.

LORD ALVERSTONE, C.J., said that he had felt great difficulty in the case. The magistrates were wrong in finding this man was not a hawker. They ought to have held that the machines were being taken about for sale, though *primâ facie* they were only taken to persons whose names had been sent in by the canvassers. There was evidence that they were offered for sale to persons whose names were not sent in by the canvassers, though possibly that was the exception. In his opinion the appeal ought to be allowed.

DARLING and CHANNELL, JJ., delivered written judgments to the same effect. Case remitted for conviction.—COUNSEL, *S. A. T. Rowlatt; Isaacs*, K.C., and *Bullen.* SOLICITORS, *Solicitor to Inland Revenue; G. D. Wansbrough.*

[Reported by E. G. STILLWELL, Esq., Barrister-at-Law.]

NEALE *v.* GORDON LENNOX. Lord Alverstone, C.J. 1st, 3rd, and 4th March.

PRACTICE—COUNSEL—CONDUCT OF ACTION—INTERLOCUTORY ORDER—ORDER TO REFER ACTION MADE WITHOUT PLAINTIFF'S AUTHORITY—POWER TO RESCIND ORDER.

This was an application to rescind an order to refer the action. The action was brought to recover damages for slander. When the case came on for trial the learned judge, having looked at the pleadings, intimated that it was undesirable that the details should be discussed in open court and that the best course would be that there should be an inquiry by some independent person. Counsel for both parties thereupon agreed that the case should be referred. It appeared that prior to the consent given by counsel the plaintiff had signed a document in the following terms: "Defendant stating by her counsel that she never imputed or meant to impute anything against the moral character of the plaintiff, and is satisfied that there is no ground for any such imputation; case referred to to say what should be done between the parties in satisfaction of all matters in difference between them; case referred to to say what sum, if any, should be paid by the defendant in compensation for the matters complained of in this action. I consent to either alternative Sir E. Clarke adopts. 12/2/02. (Signed) Dora Beatrice Neale." From an affidavit made by the plaintiff it appeared that after consultation with her counsel she consented to the reference on the understanding that the defendant admitted in court by her counsel that the plaintiff's character was exonerated and that no imputation was to rest upon it; and further, from other affidavits that immediately after it was announced in court that the action was referred the plaintiff communicated with her solicitor and instructed him to see her counsel with reference to the case having being referred without such statement having been made, and that on the 14th of February the plaintiff had a consultation with her counsel which led to the present application.

Lord ALVERSTONE, C.J., in a reserved and written judgment, said the plaintiff had only consented to the action being referred upon the condition that the statement was made, and did, before the order was drawn up, communicate with her counsel and solicitor with a view to the arrangement being set aside and the case being restored to the list. It was now clearly established, by several authorities, that counsel appearing for a party in an action is held out as having full authority as to all matters which relate to the conduct of the action and its settlement; and further, that, notwithstanding a limit may have been placed upon the authority of counsel, the party for whom he appears is bound by such settlement unless the fact that the counsel's apparent authority had been limited was communicated to the other side; and that the authority of counsel does not extend to matters collateral to the action. Whether agreeing to a reference is part of the conduct of a case, and not collateral, had not, as far as he, the learned judge, knew, been decided by authority; for himself he would hold that, having regard to the existing rules and the power of judges thereunder to refer actions or send them to referees for trial, it was within the authority of counsel to consent to a reference. It was further clearly established that, if counsel consenting to a compromise is mistaken as to the facts, the client may have the right to set aside the arrangement on the ground of mistake. But there was no case which has decided that the compromise will be set aside merely on the ground that the counsel has exceeded his authority. If therefore in the present case there had been a final settlement of the action that would have been binding upon the plaintiff, even assuming that she had limited counsel's authority at the time when he entered into the arrangement. None, however, of the authorities in which the compromise had been held binding upon the client, were cases of interlocutory orders; and in considering the principles which ought to be applied there was a broad distinction between interlocutory and final orders. Interlocutory orders and judgments were only intended to affect the rights of the parties in the litigation and were subject to review when fresh facts were brought into consideration. He, the learned judge, was clearly of opinion that an order to refer an action is an interlocutory and not a final order, and, therefore, as in fact the order in the present case had been made without the plaintiff's authority, and she had taken steps to set aside the arrangement before the order was drawn up, the order must be reversed and the case restored to the list. Leave to appeal given.—COUNSEL, *Sir E. Clarke*, K.C., and *R. J. Drake*; *Rufus Isaacs*, K.C., and *Norman Craig*. SOLICITORS, *W. H. Jamieson*; *Lewis & Lewis*.

[Reported by E. G. STILLWELL, Esq., Barrister-at-Law.]

LONDON AND INDIA DOCKS CO. *v.* MAYOR AND COUNCILLORS OF WOOLWICH. Div. Court. 27th Feb. and 3rd March.

LOCAL GOVERNMENT—RATING—RIGHT OF APPEAL—LONDON GOVERNMENT ACT, 1899, ss. 15, 18, 19.

Case stated by justices. This was an appeal by the London and India Docks Co. against a rate made by the respondents and allowed by the quarter sessions on the 1st day of May, 1901. The London Docks own certain hereditaments in Woolwich which are covered by water, which were previous to the 1st of May rated as to one-fourth only of their net value pursuant to section 88 of the Public Health Act, 1848 (11 & 12 Vict. c. 63), and to section 211 of the Public Health Act, 1875, under the powers of which enactments the local board of health made general district rates in Woolwich, which provide "that general district rates are to be made and levied upon the occupier, provided that . . . the occupier of any land covered with water shall be assessed in respect of the same in the proportion of one-fourth part only of such net annual value thereof." By section 19 of the London Government Act, 1899, it was provided that a scheme should be prepared placing Woolwich under the general law applying to metropolitan boroughs and applying to it the Metropolis Management Acts, 1855-1893. The scheme was accordingly prepared and confirmed on the 7th day of August, 1900. This scheme, by section 1, sub-section 2, was stated to take effect "subject to the provisions of any future scheme under this Act . . . and in particular to the provision of any scheme for protecting the interests of any occupier of hereditaments which are now exempt from them." By the London Rating Scheme, which was confirmed by an Order in Council on the 1st of April, 1901, it was provided by section 2, sub-section 1, that effect should be given to any exemption from any existing rate. The assessment committee rated the dock company on the full value of the hereditament without giving effect to the exemption in former Acts. The court of quarter sessions confirmed the rate. The respondents took the preliminary point that by the Valuation Metropolis Act, 1867 (32 & 33 Vict. c. 67), the valuation list is to be conclusive evidence of the amount, and that the appellants had no right of appeal. The appellants contended on this point that the valuation list could be appealed against if it did not give effect to exemptions provided by statute. They cited *Gordon* v. *Williamson* (1892, 2 Q. B. 459); *R.* v. *Civil Engineers* (28 W. R. 253, 5 Q. B. D. 48). On the main point they contended that the effect of the London Government Act, 1899, the London Rating Scheme of 1901 was to preserve the exemption of such portions of their hereditaments as were covered by water from three-fourths of the rates intact. For the respondents it was contended that Woolwich now came under the general law and the Metropolis Management Act, and that the exemption in the Public Health Act had now been abolished.

THE COURT (Lord ALVERSTONE, C.J., and DARLING and CHANNELL, JJ.) allowed the appeal.

Lord ALVERSTONE, C.J.—I am of opinion that the docks committee had power to appeal against this rate. It is quite true that no appeal can be made against the valuation list, but there is a clear distinction between appealing against the valuation list and saying that something is included in the list which should not be. The appellants also did not know what the scheme would be, and therefore could not go before the assessment committee on the main point. I am of opinion that both the London Government Act of 1891 and the scheme proposed under it intended to preserve to the dock company the existing exemptions.

DARLING and CHANNELL, JJ., concurred.—COUNSEL, *N. C. Ryde*; *Marshall*, K.C., and *Courthope Munroe*. SOLICITORS, *Turner, Son, & Foley*; *S. Bryceson*.

[Reported by C. G. WILBRAHAM, Esq., Barrister-at-Law.]

Solicitors' Cases.

***Re* DEVEREUX AND *Re* CHARLES GARROOD.** Kekewich, J. 25th Feb.

WILL—SOLICITOR-TRUSTEE—POWER TO CHARGE FOR PROFESSIONAL SERVICES—"PROFESSIONAL AND OTHER CHARGES."

This was a summons taken out by Mr. Robert Devereux, a solicitor of the Supreme Court, one of the trustees and executors of the will of Charles Garrood, asking that the taxing-master should be directed to tax and settle the charges of the plaintiff for work done by him in the administration of the estate of Charles Garrood, or in the execution of the trusts of his will other than his disbursements and fees for work done in his capacity of solicitor-trustee; and further asking that he might be at liberty to retain the amount found due for such charges from the balance of moneys in his hands as trustee of the said will. By his will, which was dated the 2nd of October, 1899, Charles Garrood appointed Robert Devereux and Gilbert Williams (the defendant to the summons) executors and trustees of his said will, and by clause 20 he directed that his trustees or trustee might, instead of acting personally in their or his discretion, employ and pay any other person to transact any business or do any act whatever required to be done, including the receipt and payment of moneys, and that any executor or trustee acting thereunder, being a solicitor or other person carrying on any profession, should be entitled to act in his professional capacity in the administration of the testator's estate, or the execution of the trusts of his will, and to be paid out of the testator's estate all professional and other charges in the same manner as though, not being an executor or trustee, he had been employed by the testator's trustees or trustee so to act as aforesaid. The plaintiff acted as solicitor in the administration of Garrood's estate, and delivered certain bills of costs amounting to about £400. On the 16th of May, 1901, an order was obtained by Williams, the co-trustee, directing the taxing-master to tax and settle Mr. Devereux's bills of fees and disbursements, and for work done by him in his capacity of solicitor-trustee with power to charge for his professional services. The taxing-master taxed the bills in accordance with this order, and disallowed therefrom items amounting in the whole to about £200. As a result of such finding the plaintiff brought this summons, asking that his costs for non-professional work done by him as solicitor-trustee beyond the ordinary duties of a solicitor might also be taxed and paid in accordance with the provisions of clause 20 of the will. It appeared that the greater part of the items struck out by the taxing-master were charges for collecting rents due to the estate of Charles Garrood and for letters written in connection therewith. It was argued in support of the summons that the effect of clause 20 of the will was to allow a solicitor-trustee not only to charge for work done by him in his professional capacity, but also for other non-professional work, and that if the order of the 16th of May, 1901, had directed taxation to be made in accordance with the provisions of this clause, nearly the whole of the items disallowed by the taxing-master would have been allowed; and that where there is a clause in a will giving a solicitor-trustee power to charge for such non-professional work, no inquiry can be made as to whether the business done was such as strictly required the employment of a solicitor or not, and the only inquiry that can be made is as to whether or no such work was in fact done by the solicitor-trustee: *Re Robinson*, *Clarkson* v. *Dixon* (48 W. R. 698), and *sub. nom. Clarkson* v. *Robinson* (1900, 2 Ch. 723).

KEKEWICH, J., dismissed the summons, with costs. He said that the case involved an important question of practice. It was necessary to test the decision in *Clarkson* v. *Robinson* (*ubi supra*). In that case Buckley, J., was dealing with a will the terms of which differed greatly from those of the present will, and the judgment in that case dealt, of course, with the particular clauses of that will. As at present advised, he agreed with the judgment of Buckley, J., but it did not necessarily follow that he would have come to the same decision himself, if the case had been argued before him; it was not, however, to be supposed that he was dissenting from Buckley, J.'s, decision. *Clarkson* v. *Robinson* (*ubi supra*), however, was of no assistance in the present case. He was here dealing with a clause much adopted by modern conveyancers, the form of which he did not think was yet quite settled. The meaning of the first part of the clause was that trustees might, where necessity arose, instead of acting personally, employ some other person (for instance, a solicitor or broker) to do certain definite acts on behalf of the trustee, but it did not mean that a trustee could leave the whole of the trusteeship affairs in the hands of his co-trustee merely on the ground that such co-trustee was a solicitor. The clause, however, went on to say that the trustees might in their discretion hand over certain parts of their duties as trustees to a solicitor, and that if one of the trustees were a solicitor he was to be entitled to make charges for work done by him. This was, in his opinion, a very proper and necessary provision. But this was not all, for the clause continued as follows: "To pay out of my estate all professional and other charges in the same manner as though, not being an executor or trustee, he had been employed by my trustees or trustee so to act as aforesaid." A difficulty arose out of these latter words. In his lordship's opinion the meaning of

these words was that a professional trustee was not only entitled to charge for work done by him in the course of his professional business, but also to make other charges for non-professional work done as trustee outside his professional capacity, where he is employed by the trustees to do such work, but not otherwise. In the present case there was no evidence that Mr. Devereux was employed to do work outside his professional business; the collection of rents could not be considered the ordinary business of a solicitor, and consequently the application must fail.—COUNSEL, *Buckmaster; Warrington*, K.C., and *Tyrrell*. SOLICITORS, *Sweptone & Stone; Thompson, Kirtley, & Denby*.

[Reported by C. B. CAMM, Esq., Barrister-at-Law.]

*** In the report of *Stourbridge Main Drainage Board* v. *Seisdon Union* (*ante*, p. 299), the counsel engaged should have been stated as being Hugo Young, K.C., and W. J. Disturnal, for the union; and Hon. A. Lyttelton, K.C., M.P., L. Morton-Brown, and Stamford Hutton, for the drainage board.

LAW SOCIETIES.

THE BIRMINGHAM LAW SOCIETY.

The following are extracts from the report of the committee:

Officers and Committee.—Your committee have had under their consideration the method by which their members are elected. According to the present regulations eight members of the committee retire at each annual meeting, but in practice it happens that they are almost invariably re-elected. It has been felt that it would be well for some scheme to be adopted by which new members might more frequently be introduced into the committee. With this end in view your committee in January last passed the following resolution:

"That it is desirable that the society's articles of association be altered so that—

"I. Subject to rule 2. the retiring members of the committee shall be ineligible for re-election until the annual meeting next following that at which they retire.

"II. That the committee may exempt from the operation of rule 1 not more than five retiring members to be chosen by ballot.

"III. The names of the retiring members distinguishing those exempted under rule 2 shall be circulated with the notice of the annual meeting.

"IV. Every candidate for election on the committee (other than those referred to in rule 2) must be nominated by two members three clear days before the date of the annual meeting, and their names shall be posted in the library.

The arrangement contained in the resolution is similar to one in operation at Liverpool and Leeds, which has been found to work satisfactorily. If the above proposals are approved steps will be taken to call meetings of the society to pass a special resolution for the necessary alteration of the society's articles of association.

Members.—Your committee have to report that the number of members as compared with last year shews an increase of two. Sixteen new members have been elected, seven have resigned, four have ceased to be members by reason of non-payment of subscriptions, and four have died; the number now on the register is 335; 21 barristers have during the year subscribed for the privilege of using the library.

Library.—A collection has been made of the Common Form conditions of sale of the various law societies in England and Wales and the bound volume of such conditions is now in the library for reference by the members. Efforts have also been made to complete the collection of Local Acts relating to Birmingham and the district. This collection may now be said to be complete with the exception of one or two which are out of print and several which are private Acts and not printed. The collection has also been supplemented by a set of Tramway Acts relating to Birmingham and the surrounding district down to the end of 1900.

Law Classes.—The numbers attending these classes shew a slight diminution as compared with last year, fifty students having joined the classes in the course of the year, as compared with fifty-eight last year. The falling off is in the junior class, showing that a smaller number of clerks have been articled during the last year or two. Your committee have re-appointed Mr. Pearson as reader for the ensuing session, and they have also received an intimation from the Council of the Incorporated Law Society, U.K., that the annual grant of £100 hitherto made to the Law Lecture Fund by the Council will be continued for 1902.

Intermediate Examination.—Representations (in which your committee concurred) have been made during the past year to the Incorporated Law Society, U.K., urging that the time within which an articled clerk may present himself for this examination should be shortened, and the rule has accordingly been altered to the effect that the clerk may present himself at any time after completing twelve months' service. A further alteration has been made by which at this examination the successful candidates will in future be divided into two classes.

CHESTER AND NORTH WALES INCORPORATED LAW SOCIETY.

The twenty-first annual report of this society was held at the Town Hall, Chester, on Friday, the 28th day of February, 1902, Mr. F. E. Roberts (Chester), president, in the chair.

The report of the committee and the treasurer's accounts for the past year were received and adopted.

The prize for articled clerks, founded by Mr. John Allington Hughes, when president of the society in 1891-2, was presented by the president to Mr. William Dutton, who served his articles with Messrs. Porter & Amphlett, of Conway and Colwyn Bay, and who was placed fourth in order of merit in the first class at the Honours Examination held in June, 1901.

The following officers of the society were unanimously elected for the ensuing year: Mr. W. H. Churton, of Chester, elected president; Mr. Chas. A. Jones, of Carnarvon, vice-president; Mr. F. B. Mason, of Chester, re-elected hon. treasurer; and Mr. R. Farmer, of Chester, re-elected hon. secretary.

The following gentlemen are the committee of the year: Messrs. H. Taylor, F. E. Roberts, and T. Moore Dutton, all of Chester; Edgar J. Swayne and J. Davies, of Denbigh; J. Hapley Pierce, of Wrexham; Jno. H. Cooke, of Winsford; E. Foulkes Jones, of Llangollen; and Algernon Fletcher, of Northwich.

Messrs. C. P. Douglas and E. S. Giles, both of Chester, were re-elected auditors.

The annual dinner was held at the Blossoms Hotel, Chester, after the meeting.

The following are extracts from the report of the committee:

Members.—The society now numbers 149 members.

Costs in Criminal Cases at Quarter Sessions.—This matter was, at the instance of your committee, brought before a meeting of the Associated Provincial Law Societies, when it appeared that there was no uniformity in the allowances in the various counties, and the meeting was of opinion that it would be better to leave individual societies to take independent action. The matter has not been proceeded with at present, owing to the illness of your late president.

Auctioneers' Charges.—The committee having considered whether an uniform scale of charges upon sales of real property could be framed for adoption throughout the society's district, came to the conclusion that this would not be practicable.

Prevention of Corruption Bill.—This Bill, introduced into the House of Lords last Session, received the careful attention of the committee. A very able report upon it, drawn up by the Liverpool Law Society, was of great assistance to them. The effect of this Bill would have been to make a solicitor who received the usual commission on premiums on fire or life insurance effected for a client, in the absence of proof of express notice to such client, liable to a criminal prosecution. The Incorporated Law Society (U.K) and the Associated Provincial Law Societies drew the attention of Lord Alverstone to practical objections to the Bill, which was dropped and an entirely new Bill introduced.

Prevention of Corruption Bill (No. 2).—At the instance of the Incorporated Law Society (U.K.) your committee communicated with the Members of Parliament representing constituences in the society's district, urging them to support a clause in No. 2 Bill prohibiting prosecutions without the sanction of the Attorney or Solicitor-General, it being considered that this clause formed a very necessary protection against blackmailing, and there being reason to fear that an attempt would be made to strike it out. The Bill did not pass into law.

Supreme Court of Judicature (Appeals) Bill.—This Bill, introduced into the House of Lords by the Lord Chancellor, received the attention of the committee, and a representative was sent to attend a meeting of the the Associated Provincial Law Societies, at which a resolution, adverse to the provisions of the Bill, was passed; and the associated societies intimated to the Incorporated Law Society (U.K.), that they were prepared to co-operate in opposing the Bill. The Bill did not pass into law.

Official Trustee and Executor.—The committee notice, with regret, that a Bill creating the office of official trustee and executor is to be introduced into the House of Commons during the present Session. The Bill will receive the attention of the committee.

Building Societies.—At the request of the Incorporated Law Society (U.K.) your committee, in April last, addressed an inquiry to each member, whether a practice of secretaries of building societies, not being solicitors, preparing and completing the various mortgages made by the members of the building society, prevailed in the district. They are glad to report that no evidence of such a practice was received.

Incorporated Law Society (U.K.)—Mr. R. G. Vassall, of Bristol, having resigned, a vacancy occurred among the country members of the Council of the Incorporated Law Society (U.K.), and this vacancy fell in the Western District, under the "scheme" printed as an appendix to the Annual Report for the year 1896-7. In accordance with the provisions of this scheme, your committee decided to support the candidature of Mr. W. J. Humfrys, of Hereford. They are happy to record that Mr. Humfrys was in due course elected. The opinion of your committee as to membership of the Incorporated Law Society (U.K.), and as to the mode of election to the Council of that society, having been asked, they have given the matter their best attention, and have carefully considered the schemes that have been put forward. No satisfactory solution has yet been arrived at. At the request of the committee, your secretary attended the annual provincial meeting of the above society, held at Oxford in October last.

President's Badge.—Your committee being of opinion that a badge should be provided for the president of your society, have invited subscriptions from the members; the amount being limited in the case of members who have not passed the chair to 10s. 6d. Subscriptions to the amount of £45 2s. 6d. have been promised, and it is hoped that members who have not yet subscribed will do so before the annual meeting, so that the badge may be put in hand.

SHROPSHIRE LAW SOCIETY.

The annual general meeting of this society was held on the 25th of February in the society's rooms, Shrewsbury. Present: Messrs. S. M. Morris (president), E. B. Potts, R. A. Craig, H. J. Osborne (hon. treasurer), J. H. Sprott, E. G. S. Corser, W. M. How, H. W. Green, G. H. Morgan, W. C. Tyrell, F. H. Potts, F. G. Morris, J. W. Montford, H. C. Clarke, J. H. Barker, J. Walton, C. B. Cottam, J. C. H. Bowdler, C. Payne, R. F. Haslewood, H. R. Phillips, J. V. T. Lander, R. A. Clarke, W. Medlicott, J. H. C. Barton, R. E. Lloyd, W. Jackson, R. Sandford, P. H. Minshall, R. B. Williams, and R. T. Hughes (hon. secretary).

The report and the hon. treasurer's statement of accounts for the past year were read, and the president proposed that the same be received and adopted. Mr. H. J. Osborne seconded the resolution.

Mr. W. M. How inquired if the form of contract of sale by private treaty had been revised. After some discussion, the matter was referred to a sub-committee.

Mr. S. M. Morris referred to the question of costs of depositions being allowed at quarter sessions, and hoped this would be satisfactorily arranged.

The resolution was then carried unanimously.

Mr. G. H. Morgan proposed the following resolution: "That unless in the opinion of the members present at an annual meeting there are special circumstances which render a longer period desirable, the president and vice-president shall continue in office for one year only, and that any resolution to the contrary be altered accordingly." Mr. P. H. Minshall seconded the resolution, which was opposed by several members and negatived by a large majority.

The president presented the prizes awarded to Mr. R. B. Williams, of Ludlow, in the students' voluntary test examination, and complimented him on the excellence of his answers.

Mr. W. C. Tyrrell introduced for discussion the subject of the recent rules as to costs, and made some very useful comparisons between the former and new rules, from which its appears that the benefit likely to be derived under the latter is infinitesimal.

The following officers were elected: President, Mr. P. H. Minshall; vice-president, Mr. R. A. Craig; hon. treasurer, Mr. H. J. Osborne; hon. secretary and librarian, Mr. R. T. Hughes; committee, Mr. S. M. Morris, Mr. J. H. Sprott, Mr. J. W. Mountford, Mr. H. C. Clarke, and Mr. F. H. Potts.

A vote of thanks was accorded to the ex-president, Mr. S. M. Morris, also to those officers who had served during the past year, and to the chairman for presiding.

The members were then kindly entertained at lunch by the retiring president, Mr. S. Meeson Morris (the Mayor of Shrewsbury) in the Music Hall-buildings, Shrewsbury. At this luncheon, after the usual toasts,

Mr. Graham proposed "The Shropshire Law Society." He said the chief aims of the society were to protect and uphold the interests and character of the legal profession in the county of Salop, to promote honourable professional practice, to repress malpractice and unqualified persons, and to consider and settle points of practice and questions of professional usage or courtesy. There was another object which they had left out of their rules—they were founded for the primary object of providing briefs for the members of the Oxford circuit. He thought it was a good thing for members of any profession to meet regularly together, for by that means they improved each other's knowledge and promoted those brotherly feelings which were so necessary.

Mr. Minshall, in responding, said that they endeavoured to the very best of their ability to carry out the rules of the society; they wanted to obtain a thorough feeling of *esprit de corps* amongst the members. They were joined together for the purpose of helping each other and supporting each other in every possible way. The society had been established a quarter of a century now. It was commenced in a small way by two or three members in 1877. Mr. Cresswell Peele presided at the first meeting, and Mr. George Salt was elected the first president. Their library had increased rapidly until they now possessed 1,000 volumes.

Mr. W. C. Tyrrell proposed the health of the host. He said he very much regretted that owing to rule Mr. Morris had to retire from the post of president after he had carried out the duties of the office with great distinction for two years.

Mr. Morris, in responding, said it had been a great pleasure to meet them that day, not only the members of the lower branch of the profession, or as the late Judge Smith used to say, the inferior-superior branch, but also members of the bar. During the past two years he had spent a very happy time indeed, and it was a source of very great regret to him that the moment had arrived when he must retire. He quite agreed with the rule passed some years ago that no man should occupy the chair of office more than two years. During that period he had been favourably impressed with the large amount of confidence reposed in him by the younger members of the profession. He was exceedingly pleased to say that during his term of office, although he led a very busy life, he had laid himself open to confer when he could with the younger members of the profession, who had consulted him most frequently on points of difference, and he hoped that his assistance had been in some ways good. Another matter which had struck him was the confidence with which gentlemen in their profession had referred to the president when they had differences and disagreements. Disagreements had arisen amongst some members as to professional etiquette, and he had done his best to effect a settlement. One of the last acts he performed was to effect a friendly reconciliation between two gentlemen who differed so strongly as to a point of practice that they were scarcely on speaking terms. He looked with satisfaction upon the institution of examinations for articled clerks. It was a system inaugurated a few years ago, and had already been productive of the very best results.

The following are extracts from the report of the committee:

The late Captain W. H. Trow.—An enlarged permanent photograph of Captain Trow, of Cleobury Mortimer, has been placed in the society's rooms, in memory of this gallant officer, who died at Kroonstadt, South Africa, on the 26th of May, 1900, in command of the 1st Volunteer Service Company of the King's Shropshire Light Infantry.

Free Conveyances.—Your committee have considered a complaint as to the offer of "free conveyances" contained in the particulars of sale of certain property offered for sale by auction in this county, and they unanimously passed the following resolution, viz.: "That in the opinion of this committee, solicitors should not include in particulars or conditions of sale, or contracts, any condition which embraces free conveyances, or any offer to convey the property purchased at a fixed price, or any other words which would tend to induce a purchaser to employ the vendor's solicitor." This resolution was sent to members of the society, and to the Incorporated Law Society. The secretary of the latter society replied that the Council were in substantial agreement with the views of your committee, and would be glad to consider any further suggestions on the subject.

Costs of Copy Depositions.—Your committee are endeavouring to get these allowed in accordance with the practice which prevails at some other county and borough quarter sessions.

UNITED LAW SOCIETY.

Feb. 3.—Mr. O. H. Kirby in the chair.—Mr. W. J. Boycott moved: "That the decision in the Court of Appeal in *Warren* v. *Brown* (1902, 1 K. B. 15) is wrong." Mr. S. Davey opposed. There also spoke: Messrs. P. Aylen, J. F. W. Galbraith, J. Wylie, A. H. Richardson, P. B. Walmesley, W. E. Singleton, and W. S. Thompson. The motion was lost by four votes.

LAW STUDENTS' JOURNAL.

LAW STUDENTS' SOCIETIES.

Law Students' Debating Society.—March 4.—Chairman, Mr. W. Valentine Ball.—The subject for debate was: "That the case of *Masters* v. *Fraser* (85 L. T. R. 611) was wrongly decided." Mr. F. B. Aglionby opened in the affirmative; Mr. Wilde seconded in the affirmative. Mr. Hubert Bolton opened in the negative; Mr. W. M. Walter seconded in the negative. The following members also spoke: Messrs. Weller, Pollock, Ames, Mitchell, Myers, Koppel, and Croom-Johnson. The opener having replied, the chairman summed up, and on the votes being taken, the motion was lost by seven votes.

COMPANIES.

LEGAL AND GENERAL LIFE ASSURANCE.

Annual Meeting.

The annual general meeting of the Legal and General Life Assurance Society was held on Tuesday, the 4th inst., at the offices of the society in Fleet-street, Mr. William Williams in the chair.

The sixty-fifth report of the directors for the year 1901 stated that during the year new assurances had been effected with the society under 1,059 policies for the sum of £1,663,159 7s. 6d. The new premiums thereon amounted to £76,467 18s. 11d., of which £9,035 5s. 2d. was paid away for the re-assurance with other offices of £200,050, leaving £67,432 13s. 9d. as the new premiums on £1,463,109 7s. 6d., the net risks retained by the society. Included in these new premiums was the sum of £300 0s. 1d. in respect of assurances payable only in the event of death from fatal accident. The net premium income amounted to £337,503 4s. 5d., being an increase of £39,746 18s. 9d. upon that of 1900. The net claims amounted to £231,103 19s. 6d. caused by 105 deaths, and six endowment policies matured, as against £285,499 in 1900, caused by ninety-nine deaths. This sum included £50,300 6s. 1d. paid as bonus additions, and in cases in which bonuses had not been previously surrendered for cash or reduction of premium the additions amounted to the large average increase of 60 per cent. The number of ordinary policies in force at the end of the year was 7,949, assuring with bonus additions £13 913,462. The assets of the society, increased during the year by the sum of £303,527 10s. 6d., amounted on the 31st of December to £3,904,284 4s. 8d., and (omitting the amount invested in the purchase of reversionary interests) the remainder of the society's assets, productive and unproductive, yielded an average rate of £4 1s. 4d. per cent. They included £2,194,994 15s. invested on mortgages of real and personal property. These securities had been recently investigated by the directors, and the result of such investigation was satisfactory.

Mr. E. Colquhoun (actuary and manager), having read the notice convening the meeting,

The Chairman, in moving the adoption of the report, said the directors considered the report eminently satisfactory. It would be noticed that the new assurances effected in the last year were under 1,059 policies, insuring a total sum of £1,663,159 7s. 6d., the new premiums thereon being £76,467 18s. 11d. After allowing for re-assurances, the net amount retained by the society was £1,463,109 7s. 6d., and the premiums amounted to £67,432 13s. 9d. This was the largest amount by far that the society had yet succeeded in placing upon its books for a single year, and although they were accustomed to seeing in the last year of a bonus period a considerable influx of new business, still the result of these figures might be considered a cause for congratulation, even if not repeated next year.

The total net premium income had amounted to £337,503 4s. 5d., being an increase of £39,746 18s. 9d. upon that of 1900. The shareholders might remember that it had for many years been the custom in the office to take account only in the final year of the bonus period of the profits that had arisen in the whole five years. The reasons which led to this practice were very good ones at the time, and had long since passed away, and the directors were considering the question of bringing into account and dealing with these profits year by year. Having regard to the magnitude of the sum now invested in this way a fairly regular return might now be looked for. Returning to the item in question, the amount invested in reversions on the 1st of January, 1897, was £489,042, and it now stood at £676,463. As the society's reversions were bought on the average to pay 5 per cent., the sum produced from them in the five years might be looked upon as a satisfactory return upon the investment. No other securities had been written up, but some of the convertible securities which stood in the books above the market value on the 31st of December last had been written down to that value, and a small sum had been written off the value of the society's house. Turning now to the other side of the account it would be found that the claims, which were £231,103 19s. 6d., were considerably less—some £54,395—than in the previous year, which he thought was very satisfactory, but he should have some further remarks to make on this subject upon the bonus report. The expenses of management were, as usual, very moderate, although the society charged itself annually with £800 for rent, an item which was not always seen in the accounts of their competitors. Including this £800 the ratio of expenses to the premium income was 11·9 per cent. This of course covered the cost of the annuity business, which was £49,000 as against £25,000 last year. The percentage was higher than in the previous year, but this was due entirely to the commission and not to the management expenses. He would reserve what he had to say about the assets until he submitted the bonus report. The only feature of interest upon the asset side was that the outstanding interest had been very much diminished, and that now included was very little more than the amount due in December.

Mr. R. PENNINGTON, J.P., seconded the motion, and it was carried.

The retiring directors were re-elected as follows: The Chairman, Mr Hy. Bargrave Deane, K.C., Mr. Frederic P. Morrell, the Right Hon. John W. Mellor, K.C., M.P., Mr. George Edgar Frere, Mr. Richard Pennington, J.P., and Mr. Homer Williams.

On the motion of Mr. GRAHAM, seconded by Mr. LAWRENCE, Messrs. Deloitte, Dever, Griffiths, & Co. were elected auditors.

BONUS MEETING.

An extraordinary general meeting was then held for the purpose of receiving the quinquennial report of the directors.

The report stated that large as was the business transacted in the preceding quinquennium, in comparison with the past the amount transacted in the present bonus period had been still greater. From 1882-1886 the number of policies issued was 758 and the new sums assured £1,637,586; from 1887-1891 the numbers were 2,516 and £3,827,957; from 1892-1896, 3,034 and £5,485,146; whilst from 1897-1901 they were 3,817 and £6,786,706. As the result of this large accession of business, the renewal premiums were increased in the five years from £266,022 to £345,779, and the sums assured from £10,933,811 to £13,913,462. The total claims in the period as compared with those in the two previous quinquenniums were:

Bonus Period.	No. of Pols.	With Profits.	Without Profits.	Bonus.	Total.
1887-1891 ...	497 ...	£441,986 ...	£155,062 ...	£169 791 ...	£766 839
1892-1896 ...	538 ...	461,168 ...	218,726 ...	212,095 ...	891,989
1897-1901 ...	675 ...	512,949 ...	432,016 ...	251,970 ...	1,196,935

The expenses of management, including commission, during the five years represented an average of 11·7 per cent. upon the premium income. In the previous five years the percentage was a little over 12½ per cent. The society's assets had increased in the five years from £3,241,821 to £3,904,284, and the interest earned on the funds had been at the average rate of £4 2s. 2d. per cent., as against £4 4s. 6d. per cent. in the previous period.

The CHAIRMAN, in moving the adoption of the report, said that this was the conclusion of the twelfth bonus period, and it was a great pleasure to him to say that the society would not on this occasion—nor had it ever in the past—find it necessary to reduce its bonus or the strength of its reserves. The business of the past quinquennium had shewn, as those who had watched the progress of the office year by year would have observed, a great increase upon that of the last bonus period, large as the increase in that was as compared with that which preceded it. The figures for the last four periods appeared in the report. As a result of this large accession of business the renewal premiums had grown in the five years from £266,022 to £345,779, or at the rate of nearly £17,000 a year, and the sums assured from £10,933,811 to £13,913,462. The society had received in the five years the sum of £205,869 as annuity consideration money, as against £306,200 in the previous quinquennium. This falling off was due to a reduction in the rates which the Board were compelled to make owing to the universally felt difficulty of investing money at remunerative rates. This difficulty had for the past two years not been so marked and the directors were able to raise the rates again, and no doubt more business would follow. The rate of interest had been fairly well maintained. Omitting the reversions, the average rate worked out at £4 2s. 2d. as against an average of £4 4s. 6d. per cent. in the previous quinquennium. The decline in the rate of interest was for the moment apparently arrested, and the board had taken every opportunity that had offered of making investments at the higher rate of interest now ruling. With all this progress, he was glad to say the ratio of expenses had not increased but had actually declined. The average rate in the present quinquennium was 11·7, as against 12 7 in the last. He considered this one of the most satisfactory features of report. The only other subject which he would refer to before passing to the valuation was the claim. It would be remembered that five years ago he commented on the extremely favourable mortality the society had experienced for the previous ten years. Of course, considerable fluctuations took place in the mortality of the population at large, and these fluctuations might become violent when the number of lives was so small—as in a life assurance company—compared with the number of the general population. Another cause of fluctuation was the varying sums at risk on particular lives. These varied from £50 to £20,000. To make himself clear he had to go back for some years, and for this purpose would leave out the claims due to endowments maturing, and from the re-assurance of accident policies, which did not affect the question. Taking, then, the lives assured, and not the policies, and as there were often many policies on one life, he found that in the period 1887-1891 372 lives assured had died, and that the average number of lives at risk was 3,536. This gave an annual mortality of 21 per 1,000 lives for the period. During the next five years the average number of lives at risk was 4,813, and the deaths 426, giving an annual mortality of 17·6 lives per 1,000 assured. In the present quinquennium the numbers were: deaths 508, exposed to risk 6,354, average number of deaths per annum per 1,000 lives 16. Making full allowance for the gradual reduction of the average age of the assured due to the influx of new lives, he gathered from these figures that the fluctuations in the amount of the claims in the present bonus period was not due to fluctuation in the number of deaths. Turning to the other cause of fluctuation, the average amount of each claim was, in the period 1887-1891, £2,045; in that from 1892-1896, £2 084; and in the present period, £2,313; while the general average of the 15 years had been £2,162. Here was, he thought, the cause of the fluctuation—the claims have fallen during the present quinquennium on large policies. The valuation has been carried out as on the last occasion, on a 2½ per cent. basis, and only 82 per cent. of the with-profit and 90 per cent. of the non-profit premiums had been valued, so that the difference, some £53,000 a year, had been left untouched to provide for loading and expenses. The assets had, as usual at the end of a quinquennial period, been examined with more than ordinary stringency by the directors. The society has now very little money lent on fee simple properties. This item now amounted to £39,126 as against £288,504 at the end of the last quinquennium. The convertible securities had in particular been very carefully considered, and the value of all those that were higher than the market price on the 31st of December had been written down to that price, while, following the old custom of the office, those that were under value have not been written up, so that the old source of strength of the office has been left untouched. The result of this stringent valuation of the society's liabilities had been to shew that the total net liability was £3,374,517, and as the assurance fund now stood at £3,711,191, there was a surplus of £336,674 in cash, as against £302,047 in 1896; but to this must be added the sum of £39,871, being interim bonus and interest thereon already paid or allowed to policyholders for and on account of the profits of this quinquennium, which gave a total surplus of £376,545, compared with £325,970 for the last. The directors thought that of this £370,833 might be safely divided, leaving £5,712, which was a little more than carried forward on the last occasion. This would allow of a bonus of 38s. per cent. per annum on the sums assured and previous bonuses. This was at the same high rate as on the previous occasion. The number of policies participating in the present bonus division was 3,632, assuring £4,166,777, with former bonus additions of £771,600, and premium reductions of £2,543. The reversionary additions now made to these policies was £416,136, and the further reductions of premiums amounted to over £1,100 per annum. In concluding this explanation of the position of the society, the directors congratulated the assured and the proprietors on the general prosperity of the society. The evidence of soundness and vitality would, the directors felt sure, confirm the confidence of the public in the future of the society, which had now existed for sixty-six years, and had never had to decrease its bonus or the strength of the reserves.

Mr. PENNINGTON seconded the motion, which was agreed to, and a vote of thanks to the chairman, on the motion of Mr. RYDER, seconded by Mr. GRAHAM, terminated the proceedings.

LICENCES' INSURANCE CORPORATION.

ANNUAL MEETING.

The twelfth ordinary general meeting of the Licences' Insurance Corporation and Guarantee Fund was held on Friday, the 28th ult., at the Institute of Chartered Accountants, Mr. A. W. RUGGLES-BRISE, the chairman, presiding.

The directors in their tenth annual report stated that the corporation had received in premiums during the year the sum of £96,194 5s. 8d., from which had to deducted the sum of £7,009 11s. 1d., paid to other offices for re-insurance, making the premiums received and retained £89,184 14s. 7d., being an increase upon the net premium income shewn in the last revenue account of £9,527 5s. 6d. The amount of interest realized by the corporation from its investments, during the year, was £4,050 9s. 2d., no credit having been taken for accrued dividends upon ordinary stock and shares liable to fluctuation. The claims paid and in suspense, and legal expenses incidental thereto, amounted (after deducting £13,276 19s. 6d., the reserve appropriated to claims in suspense on the 1st of January, 1901) to £52,470 10s. 6d. The management expenses, including commission, rent, rates, taxes, and policy stamps, amounted to £25,430 10s. 1d. The total income of the corporation for the year was £100,247 9s. 10d., and the total expenditure

(exclusive of additional reserve for unexpired risks) was £84,910 11s. 8d., leaving a balance for the year of £15,336 18s. 2d. To this must be added £1,953 18s. 4d., being the balance brought forward from last year, making a total of £17,290 16s. 6d.; of this £1,200, being a proportional increase, had now been added to the reserve fund for unexpired risks, making this reserve £12,500. Of the available surplus of £16,090 16s 6d. the directors had transferred £10,000 to the general reserve fund, making this reserve £40,000. The balance of £6,090 16s. 6d. they proposed to apply as follows: To payment of a dividend upon the ordinary shares of 6 per cent. for the year, £4,127 2s.; leaving a balance to be carried forward to the next year's account of £1,963 14s. 6d.

Mr. J. O'DONOGHUE (general manager and secretary) having read the notice convening the meeting,

The CHAIRMAN, in moving the adoption of the report and balance-sheet, remarked that it brought them to the conclusion of their tenth year of practical business, and he thought they might fairly congratulate themselves and their manager upon the very satisfactory results attained. The experience of the corporation had been of great value to it and to the trade, and with its growth the company had developed ever-increasing vigour, and had attained to an income at the end of its first decade of six figures. This was a grand record for so short a period. It would be gratifying to the shareholders to learn that the expenses had not only decreased in their percentage but in actual amount. The board had put away to reserves this year £11,200, making the total reserve £52,600. At the same time the corporation had other ample reserves under the heading of "Claims in suspense." The investments stood in the balance-sheet at £148,099 7s. 11d., and were practically all in convertible securities. The shareholders were aware that the board were anxious above all things to build up the strength and reputation of the company, and it could not be the policy for many years yet to distribute large dividends, but it must be a satisfaction to them to know that the money was in the coffers of the company and stood there to the protection and increasing value of the shares. At the same time the board considered that the time had come when they might safely increase the dividend to 6 per cent., seeing that the interest on the investments alone produced sufficient to meet this. It had been their boast that since the commencement of the company the business had practically been carried on on mutual lines—that was to say, the money of the insured had not been applied to the benefit of the shareholders, but had been set aside to protect the policy-holders' interest. They were just now confronted with a Government measure for an alteration in the licensing laws. It was premature to discuss the effect of the proposed changes, because there was little doubt that great alterations would be made in the Bill when it reached the committee stage. The fear was that magistrates might look upon some of its clauses as encouraging them to act with greater severity, as it certainly supported and extends their powers. The extensions most regrettable consisted in the power given them to require structural alterations, and the right upon application for transfer to examine into the circumstances connected with the termination of the old tenancy and the creaton of the new. To allow magistrates to enforce their ideas with reference to the structure of every house before renewing a licence was to endow them with arbitrary authority that might be intolerable. As to the right to criticize personal matters between the old and the new tenant and the landlord, this was also an interference with trade liberties and freedom of contract. However, not on abstract principles, but on practical grounds and in common fairness, it was time for the trade to enter an emphatic protest against the fatuous agitation which had been raised in the teetotal camp against what was called the "tied house" system, and the precarious tenancy of the licence-holder occupying a house owned by a brewer. The right of the brewer to own a public-house could not be disputed, nor could his right to maintain a profitable and respectable business be denied. If, then, he was responsible (and his trade, capital, and reputation being at stake in the character of the house he was responsible) what could be the justification for denying him the utmost power over his tenants? There was a provision also in the Bill which was somewhat vague, otherwise it might be an unqualified advantage. It was laid down that should the tenant or tenants of a public-house be convicted of any offence under the licensing laws five times during a period of five years, then if the magistrates did not in consequence refuse the renewal of the licence the police should have the power of appealing against their decision. The clause in itself was a fair one, but unfortunately, as with all legal enactments, the administration rested with the police, who might indulge their prejudices to the detriment of well-meaning and careful tenants. If, however, magistrates could be relied upon to withhold their veto until such accumulation of evidence against a house existed, there should be little harm in the clause. The Bill also proposed to give magistrates the control of grocers' licences. Whatever latent abuses might be associated with these licences, they were not sufficiently marked or obvious to suggest much opportunity to the most exacting magistrates for exercising a veto. Hitherto such licences had not required to be insured with the company, but the effect of the passing of the Bill would be, doubtless, to add considerably in this respect to the volume of its business. With so much danger and disquiet around it was only right he should explain the strength of their position as a company. However great the misfortunes of the trade might be, the consequence would not spell ruin to the company, because by acting upon well-established principles of insurance, the business was maintained upon a sound footing, through the exercise of, and the power they had of acting upon forethought, vigilance, and knowledge. The value of their institution to owners of licensed property was that it enabled them to combine, and the duty of the board was to see that contributions were adequate, and, from the different parts of the country, fairly corresponded to the risks in each particular district. Thus, involved in the science of their business, was the ability to form a true estimate of risks and to differentiate rates, but he thought the meeting would see from the results of the ten years' work that their methods were sound and that they were capable of continuing those methods with sure results, to the benefit of the insured and to the benefit of the shareholders, under all circumstances hereafter. He believed the meeting would consider the company's progress very satisfactory, and would agree with him in looking forward to the future with the utmost confidence. The objects of the company had not been to devise a temporary protection against transitory dangers. Whatever might happen licensed property would always exist and represent a valuable asset, and it was certain that, whatever licences existed they would be subject to strict regulations and would depend for their existence upon the conduct of the licence-holder and the character of the house. It was this conduct and character which the company guaranteed, and for this there would always be a demand. Their best thanks were due to the manager, for his untiring energy and for the circumspection with which he managed the claims and business of the company, also to the assistant manager, and the outdoor and indoor staff who so ably backed him up.

Lord ERNEST HAMILTON (vice-chairman) seconded the motion, and it was unanimously adopted.

On the motion of the CHAIRMAN, seconded by the VICE-CHAIRMAN, a dividend on the ordinary shares at the rate of 6 per cent. was agreed to.

On the motion of Mr. T. R. DEWAR, M.P., seconded by the Hon. R. PARKER, the retiring directors, Lord Ernest Hamilton and Mr. T. G. H. Glynn, were re-elected.

The auditors, Messrs. Turquand, Youngs, Bishop, & Clarke, were also re-elected.

A vote of thanks to the chairman terminated the proceedings.

LEGAL NEWS.

APPOINTMENT.

Mr. CHARLES SMITH (A. F. Griffith Davie & Smith), solicitor, of Brighton, has been appointed a Commissioner to Administer Oaths.

CHANGES IN PARTNERSHIPS.

DISSOLUTIONS.

ASHER PRIOR and WILLIAM YOUNG, solicitors (Prior & Young), Colchester, and at Clacton-on-Sea. April 30. The said Asher Prior will continue the said business, in his own name, at the above addresses. [*Gazette*, March 4.

GENERAL.

It is announced that during the absence of Mr. Justice Kennedy, who leaves London for Chester Assizes on Saturday, Mr. Justice Bruce will take charge of the commercial list of causes and summonses.

Mr. John Hunter having resigned his seat on the directorate of the Law Guarantee and Trust Society (Limited), the directors have appointed Mr. Robert Lewin Hunter (of Messrs. Hunter & Haynes, 9, New-square, W.C.) to fill the vacancy.

Mr. Justice Wills will preside at the annual meeting of the Discharged Prisoners' Aid Society, which will take place in the Old Hall, Lincoln's-inn, on Wednesday afternoon, the 19th inst., at 4 30. The Lord Chief Justice and several of the judges will attend.

There is on view at Messrs. Obach's gallery in Bond-street, the first portion of the collection of pictures formed during many years by Sir John Day, late a judge of the High Court, consisting of French pictures of the so-called Barbizon school, and including forty-five examples of Corot, Daubigny, Millet, Rousseau, and their successors, Jacque and Harpignies.

The *London Gazette* anounces that the King has been pleased, by warrant under the Royal Sign Manual, to declare that in all times hereafter the judges of the City of London Court shall each be called, known, and addressed by the style and title of "His Honour" prefixed to the word "Judge" before his name, and shall have place and precedence together with the judges of county courts in England and Wales, next after Knights Bachelors.

The President of the Probate, Divorce, and Admiralty Division and Mr. Justice Barnes have ordered the following notice to be put up in their courts respecting the swearing of witnesses—viz., "It any person to whom an oath is administered desires to swear with uplifted hand in the form and manner in which an oath is usually administered in Scotland, he or she is permitted to do so. The following form of oath may be used—'I swear by Almighty God that I will speak the truth, the whole truth, and nothing but the truth.'"

The writer of an article entitled "Legal Advertising" in the *American Lawyer* says that ninety-nine per cent. of attorneys have already abandoned the old-fashioned idea that it is derogatory to a professional man to allow his name to appear in print in the shape of a direct appeal for business; that it is now well recognized that unless the average practitioner adopts some method of making himself known to the community, many items of business which would otherwise come to him will be sent elsewhere; that some of the bar associations have taken this matter up, notably that of Wisconsin, which, in its code of ethics, expressly declares that newspaper advertisements, circulars, and business cards by attorneys are perfectly legitimate.

Congress has, says the *Central Law Journal*, just passed favourably on the proposed increase of the salary of federal judges. The extent of the increase is about 25 per cent. down the line. Thus, the chief justice of the supreme court will in the future receive the comfortable income of 13,000dols. The associate justices of this court are not far in the rear of their chief, with 12,500dols. The overworked circuit judges will receive hereafter the not very extravagant sum of 7,500dols. The district judges are right on the heels of those who ride the circuit with 6,250dols. These salaries cannot be said to be princely or out of proportion to the value of the services rendered Indeed, it has long been a matter of congratulation to the citizens of this country that, in view of the paltry compensation, our federal bench has been filled with men of such high mental and judicial calibre.

At a meeting of the Court of Common Council at Guildhall, on the 27th ult., the Officers' and Clerks' Committee brought up a report as to the duties and emoluments of the office of town clerk. They recommended that no professional qualifications be required of candidates, that the commencing salary of the office be fixed at £2,000 per annum, that the appointment be made subject to annual election, that the age of candidates should not exceed 50 years, that the town clerk should not directly or indirectly be engaged in any other business or occupation, nor be at any time engaged in the promotion or direction of any public company, but should devote the whole of his time to the direction of his office, and that it be referred back to the committee to receive applications, select five candidates, and submit their names for final election by the court. Mr. Runtz moved the adoption of the report. The recommendations of the report were adhered to, an amendment to omit the age limit being defeated by a majority of 34 votes.

At the Westminster police court on the 28th ult., Mr. Fitzgerald Lucius O'Brien was, says the *Times*, summoned by the Incorporated Law Society for pretending that he was duly qualified to act as a solicitor, and for using the name and description of solicitor without authority. Mr. Humphreys prosecuted for the society, and stated that the defendant was struck off the rolls last August. Since then he had kept up his brass plate, on which he was designated as a solicitor and commissioner of oaths. A young lady named Graham said that in December last she consulted the defendant about the terms of her late father's will. He said that he would put the matter in Chancery, but she ultimately got her papers from him. She paid no costs, as he asked for none. The first summons was dismissed and the second charge about the brass plate was proceeded with. The defendant admitted the plate, and said that he was appealing against the order against him. The Lord Chancellor had refused to cancel his commission pending his appeal. Mr. Sheil fined him £5 and three guineas costs for the brass plate, with the intimation that if it was not at once removed much heavier penalties would be inflicted.

High sheriffs, policemen, ushers, and other important officials who have a part to play at the assizes, should, says a writer in the *Daily Telegraph*, bear in mind that whilst they are associated with the judge they are treading on hallowed ground. He is no mere mortal. Engaged upon the labours of circuit, he is the representative of the sovereign, and is armed in his viceregal capacity with the thunders and lightnings of Jove. The fine, afterwards graciously remitted, which Mr. Justice Ridley recently imposed upon a presumably negligent gas-man is an illustration of the powers which a Judge of Assize is occasionally compelled to exercise in his determination to uphold the dignity of his court. The pardoned gas-man may console himself with the reflection that he is in good company. In 1612 Sir Henry Slingsby, of Scriven, in Yorkshire, Knight, High Sheriff of the County of York, incurred the grave displeasure of Altham and Bromley, BB., by absenting himself from the summer assizes. He was prosecuting a suit in London with the object of securing the restoration of certain offices of which he had been wrongfully deprived; but this plea was of no avail. Altham, B, was not to be trifled with. A dignified person he in alliance with a brother judge had once "very roundly let the Lord Coke know their minde, that he was not such a maister of the laws as he did take on him to deliver what he liste for lawe, and to despise all other." Having boarded a Chief Justice, he was quite equal to the task of dealing with a high sheriff, and, with the approval and consent of his brother Bromley, who seems not to have been remarkable for intellectual endowments, he fined poor Sir Richard £200. The last time that a high sheriff was fined was in 1892. Collins, J., was the judge, and Winchester was the scene of operations. Sir Alfred Joseph Tichborne, Bart., had fled from an English winter to the sunny shores of Africa, without obtaining the permission of the justice of assize. A fine of £500 was the result.

THE PROPERTY MART.

RESULT OF SALE.

REVERSIONS, LIFE INTERESTS, AND LIFE POLICIES.

Messrs H. E. Foster & Cranfield held their usual Fortnightly Sale (No. 710) of the above Interests at the Mart, E.C., on Thursday last, when the following Lots were Sold at the prices named. The total of sale being £19,265.

		£
REVERSIONS:		
Absolute to One-fourth of £36,068; life 66	Sold	5,400
Absolute to £3,567; life 72	,,	2 225
Absolute to One half of £3,000 Incl 3 per Cent Stock; life 46 ...	,,	555
LIFE INTERESTS:		
In £1,794 Consols; life 48	,,	280
In £180 per annum; life 42	,,	215
LIFE POLICIES:		
For £1,500; life 58	,,	470
For £3 000; same life	,,	620
For £3,000; same life	,,	1,000
For £1 000; life 66	,,	620
For £1,000; life 57	,,	740

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Emergency Rota.	Appeal Court No. 2.	Mr. Justice Kekewich.	Mr. Justice Byrne.
Monday, March 10	Mr. Beal	Mr. Godfrey	Mr. W. Leach	Mr. King
Tuesday 11	Godfrey	Farmer	Greswell	Church
Wednesday 12	Farmer	Godfrey	W. Leach	King
Thursday 13	Carrington	Farmer	Greswell	Church
Friday 14	Pugh	Godfrey	W. Leach	King
Saturday 15	R. Leach	Farmer	Greswell	Church

Date.	Mr. Justice Farwell.	Mr. Justice Buckley.	Mr. Justice Joyce.	Mr. Justice Swinfen Eady.
Monday, March 10	Mr. Carrington	Mr. R. Leach	Mr. Jackson	Mr. Church
Tuesday 11	Pugh	Beal	Pemberton	King
Wednesday 12	Carrington	R. Leach	Jackson	Greswell
Thursday 13	Pugh	Beal	Pemberton	W. Leach
Friday 14	Carrington	R. Leach	Jackson	Pemberton
Saturday 15	Pugh	Beal	Pemberton	Jackson

WINDING UP NOTICES.

London Gazette.—FRIDAY, Feb. 28.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BIRKDALE AND SOUTHPORT TRAMWAYS CO, LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before April 12, to send their names and addresses, and particulars of their debts or claims, to Nathan Yates, 4 Wood st, Bolton

BOURNEMOUTH GENERAL PENNY OMNIBUS CO, LIMITED (IN LIQUIDATION)—Creditors are required, on or before March 20, to send their names and addresses, and the particulars of their debts and claims, to Edward Sicker, Witts and Dorset Bank chmbrs, Bournemouth

N. CARD & CO, LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before March 31, to send their names and addresses, and the particulars of their debts and claims, to Thomas Johnston, 63, Brown st, Manchester. A & G W Fox, Manchester, solors for liquidator

London Gazette.—TUESDAY, March 4.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

LANCASHIRE FINANCE ASSOCIATION, LIMITED—Creditors are required, on or before April 8, to send their names and addresses, and the particulars of their debts or claims, to Ernest James Walker and George Mahon, 5, Castle st, Liverpool. Simpson & Co, solors to liquidators

NEW CEMENT CO, LIMITED—Creditors are required, on or before April 12, to send in their names and addresses, and the particulars of their debts or claims, to James McDonald Cobban, 33, Southampton st, Strand

ROSE TIN CO, LIMITED—Creditors are required, on or before April 15, to send their names and addresses, and the particulars of their debts or claims, to John Gordon Langton, Finsbury pvmnt House

WARNING TO INTENDING HOUSE PURCHASERS AND LESSEES.—Before purchasing or renting a house, even for a short occupation, it is advisable to have the Drains and Sanitary Arrangements independently Tested and Reported upon. For terms apply to The Sanitary Engineering Co. (H. Carter, C.E., Manager), 65, Victoria-street, Westminster. Established 27 years. Telegrams: Sanitation, London. Telephone: 316 Westminster.—[ADVT.]

CREDITORS' NOTICES.

UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Feb. 28.

CORNER, THOMAS, Gipsy hill, Norwood March 24 Carver v Fox, Byrne, J Fach, Cannon st

GRIFFIN, WILLIAM COLLINS, Balfour rd, Highbury New park, Mantle Manufacturer April 15 Bradley v Griffin, Kekewich, J Rose, Basinghall st

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, Feb. 18.

ANGLESEY, SOPHIA, Marchioness of, Tunbridge Wells March 31 Witham & Co, Gray's inn sq

BARTON, EDWARD, Preston, Confectioner March 12 Thompson & Oakey, Preston

BLOOM, JOHN, Bangor March 14 Jones, Bangor

BOWERS, WILLIAM HADFIELD, West Gorton, nr Manchester March 25 Bullock & Co, Manchester

BROOKES, HENRY, Sheffield March 12 Smith, Sheffield

BRUMELL, BEATRICE Brighton March 29 Harris, Tonbridge

CANN, ISABELLA ELIZABETH, St Mary Church, Devon March 1 Clapp, Exeter

CHAMBERS, SARAH ANN, Somborough April 1 Cobbold & Co, Ipswich

DAVIS, WILLIAM HANCOCK, Tean, Staffs, M D March 6 Cull & Brett, Stoke on Trent

DENTON, JAMES, Barking rd, Essex March 31 Philbrick & Co, Basinghall st

DURELL, DAVID JOHN VAVASOR, Temple gdns, Barrister at Law March 31 Waterhouse & Co, new ct, Lincoln's inn

DUTTON, ANN, Liverpool March 12 Rudd, Liverpool

EVANS, SARAH ANNE, East Bridgford, Notts March 31 Cox, Nottingham

FAWCETT, JOHN RALPH, Nottingham, Commercial Traveller March 1 Tempest, Leeds

GARSIDE, JAMES, Accrats, Manchester, Packing Case Maker March 31 Burrow & Smith, Manchester

GOOSS, EDWARD, Fulham, Draper March 14 Swann & Co, Cannon st

GREEN, CATHERINE, Launceston, Cornwall March 25 Copland & Co, Launceston

GRIFFITHS, HORACE, Cape Town, Cape Colony, S Africa April 10 Evans, Walsall

HAINSWORTH, SARAH ANN, Town Green, nr Ormskirk March 31 Atkinson, Liverpool

HALSTED, CHARLES EDWARD, Chichester April 15 Duke, Regent st

HARRIS, RICH HARRIS, Edmonton, Alberta, Canada, Accountant April 12 Munns & Longden, Old Jewry

HOGG, ROBERT, Lenton, Nottingham April 15 Watson & Co, Nottingham
HOLDEN, CHARLES, Birmingham, Grocer March 15 Rollason, Birmingham
HOPE, ANNE, Liverpool May 13 Hart-Dyke, Duchy of Lancaster Office, Lancaster pl
HORROCKS, ELIZA, Leeds, Draper March 1 Tempest, Leeds
JURY, FREDERICK, Huddersfield, Monumental Mason March 20 Armitage & Co, Huddersfield
KENDALL, MARY LEONORA, Brighton March 31 James & James, Ely pl, Holborn circus
LAWRENCE, JOHN, Caerleon, Mon May 1 Davis & Co, Newport, Mon
MALLINSON, JOSEPH, Bradford March 17 Farrar & Crowther, Bradford
MARCH, ELIZABETH ANN, Killingworth April 2 Wilkinson & Marshall, Newcastle on Tyne
MATTHEWS, THOMAS ALFRED, Berkhampstead, Herts March 28 Young & Co, Ely pl
MORGAN, JOHN, Wellington, Salop, Grocer March 29 Carrane, Wellington
PALMER, RICHARD ROBSON, Jarrow, Durham, Builder April 8 Stobo & Livingston, West Jarrow
PHIPPS, CHARLES, Hampton Wick March 22 Ireland, Coleman st
PRITCHARD, HANNAH, Bethesda, Carnarvon March 14 Ellis, Bethesda
REICH, JULIA, Peckham June 1 Seeley & Son, South sq, Gray's inn
RIPPON, GEORGE, Oxford, Journalist April 1 Galpin, Oxford
SANDERSON, MYRUS, Chapeltown, nr Sheffield, Gasfitter March 10 Smith & Co, Sheffield
SCHEFF, ABRAHAM ISAAC, Newcastle upon Tyne March 15 Bernstone, Newcastle upon Tyne
SUDDON, RHODA, Westhoughton, Lancs, Shopkeeper March 20 Hodgkinson, Bolton
SIMPSON, ROBERT, Ramsgreave, nr Blackburn, Farmer March 13 Remnisco, Blackburn
SNAREY, GEORGE, Leytonstone, Essex March 14 Walker & Battiscombe, Basinghall st
STOCKALL, JOSEPH GODSON, Birmingham, Inland Revenue Officer March 31 Brooks, Birmingham
TEMPLE, GEORGINA Baroness MOUNT, Torquay March 25 Wordsworth & Co, Bloomsbury sq
THELWELL, JOHN, Manchester, Provision Merchant March 25 Williamson, Manchester
TOLSON, THOMAS MARSHALL, Huddersfield, Chemical Manufacturer March 20 Armitage & Co, Huddersfield
TRICKETT, BENJAMIN, Sheffield, Farmer April 12 Rodgers & Co, Sheffield
TUBB, WILLIAM, Tilehurst, Berks, Builder March 25 Brain & Brain, Reading
WAED, WILLIAM JOHN, Tulse hill, Jeweller March 18 Skelton, Lincoln's inn fields
WATSON, THOMAS, Blackpool, Auctioneer March 11 Robinson, Blackpool
WHITE, JAMES, Pendleton, Lancs May 13 Hart-Dyke, Duchy of Lancaster Office, Lancaster pl
WILLIAMS, JOHN, Llansadwrn, Anglesey, Farmer March 14 Ellis, Bethesda
WYATT, THOMAS ABRAMS, Brixham, Devon March 25 Baker & Co, Newton Abbot

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, Feb. 28.

RECEIVING ORDERS.

ALLEN, GEORGE CHARLES, Ashford, Kent, Commission Agent Canterbury Pet Feb 22 Ord Feb 22
BANNER, WILLIAM, East Harlsey, Yorks, Grocer Northallerton Pet Feb 22 Ord Feb 22
BLAIR, FRANK ALEXANDER, Bradford, General Agent Bradford Pet Feb 24 Ord Feb 24
BROWN, DAVID, Port Talbot, Glam, Steel Works Labourer Aberavon Pet Feb 26 Ord Feb 26
BROWN, WILLIAM, Liverpool, French Polisher Liverpool Pet Feb 5 Ord Feb 24
BURTON, W H, High st, Marylebone, Brakesman High Court Pet Feb 7 Ord Feb 25
COCKRILL, WILLIAM, Erdington, Warwick, Grocer Birmingham Pet Feb 18 Ord Feb 26
COHN, MORITZ, Barrow in Furness, Watchmaker Barrow in Furness Pet Feb 26 Ord Feb 26
COLLEY, JAMES, Morecambe, Boarding House Keeper Preston Pet Feb 26 Ord Feb 26
COULTHARD, THOMAS, Bishop Auckland, Durham, Wine Merchant Durham Pet Feb 25 Ord Feb 25
CREED, THOMAS THORNTON, Limehouse, Insurance Agent High Court Pet Feb 6 Ord Feb 24
CROOKES, JOSEPHUS, Sheffield, Joiner Sheffield Pet Feb 24 Ord Feb 24
DAVIES, JAMES JEFFERY, Aberdare, Painter Aberdare Pet Feb 24 Ord Feb 24
ELLIS, GEORGE SIDNEY, Putney, Fruiterer Wandsworth Pet Feb 24 Ord Feb 24
ELLIS, HUGH, Menai Bridge, Anglesey, Licensed Victualler Bangor Pet Feb 25 Ord Feb 25
EMES, HENRY EDWARD, Ponders End, Grocer Edmonton Pet Jan 28 Ord Feb 24
EVANS, JAMES, Merthyr Tydfil, Greengrocer Merthyr Tydfil Pet Feb 24 Ord Feb 24
FLETCHER, HENRY, Ilkeston, Painter Derby Pet Feb 25 Ord Feb 25
FORD, ARTHUR ERNEST, Watford, Herts, Bricklayer St Albans Pet Feb 22 Ord Feb 22
GALLOWAY, MATTHEW, Kingston upon Hull, Farmer Kingston upon Hull Pet Feb 25 Ord Feb 25
GARDNER, ELIAS CECIL, West Chiltington, Sussex, Farmer Brighton Pet Feb 26 Ord Feb 26
GOLDSMITH, HERBERT JOHN, Croydon, Ironmonger Croydon Pet Feb 24 Ord Feb 24
GULLICK, THEOPHILUS, Bath, Stockbroker Bristol Pet Feb 18 Ord Feb 24
HAINES, BRUCE ALFRED, Burton on Trent, Boot Maker Burton on Trent Pet Feb 24 Ord Feb 24
HALL, EDWIN NASH, Walsall, Patent Leather Dresser Walsall Pet Feb 21 Ord Feb 21
HALLATT, JOHN JONES, Birmingham, Cutler Birmingham Pet Feb 25 Ord Feb 25
HARVEY, ELI, Bloxwich, Staffs, Grocer Walsall Pet Feb 20 Ord Feb 20
HAWLEY, ADA LLOYD, Boscombe, Hants Poole Pet Jan 9 Ord Feb 19
HAY, GEORGE KISSACH, Cambridge Cambridge Pet Feb 25 Ord Feb 25
HEATON, JOSEPH, Barnsley, Builder Barnsley Pet Feb 25 Ord Feb 25
HILLIER, ISAAC, Gillingham, Kent, Market Gardener Rochester Pet Feb 22 Ord Feb 22
MACHIN, ALBERT, Longton, China Decorator Stoke upon Trent Pet Feb 24 Ord Feb 24
MANNING, FRANCIS, Blaina, Boot Dealer Tredegar Pet Feb 25 Ord Feb 25
MARSLAND, SAMUEL, Bradford, Shipping Agent Bradford Pet Feb 25 Ord Feb 25
MARTIN, EDWIN, Crediton Exeter Pet Feb 24 Ord Feb 24
MASCALL, ALFRED GEORGE, Middlesbrough, Jeweller Middlesbrough Pet Feb 25 Ord Feb 25
MOORE, GEORGE, Gt Yarmouth Gt Yarmouth Pet Feb 25 Ord Feb 25
MORTIMER, FRANCIS WILLIAM, Richmond rd, Paddington, Clerk High Court Pet Feb 25 Ord Feb 25
NEWMAN, JAMES, Evesham, Worcester, Builder Cheltenham Pet Feb 24 Ord Feb 24
NORTHEND, JOSEPH, Leeds, Painter Leeds Pet Feb 26 Ord Feb 26
PEXTON, JOHN HENRY, East Lutton, nr Driffield, Farmer Kingston on Hull Pet Feb 26 Ord Feb 26
RAWLINSON, ALFRED JOHN, New Broad st, Accountant High Court Pet Oct 1 Ord Feb 24
RIGBY, FREDERIC JOHN, Cromer, Pianoforte Dealer Norwich Pet Feb 24 Ord Feb 24
SEABER, ARTHUR CHARLES, Brighton, Builder Brighton Pet Feb 25 Ord Feb 25
SEFTON, GEORGE EDWARD, Malvern Link, Worcester, Builder Worcester Pet Jan 11 Ord Feb 25
SPENCER, GEORGE, Beedness, nr Goole, Farmer Wakefield Pet Feb 24 Ord Feb 24
SUMMERS, FRANK, Abertillery, Mon, Butcher Tredegar Pet Feb 24 Ord Feb 24
WHEATLEY, EDWARD WILLIAM, Broadway, Westminster, Licensed Victualler High Court Pet Feb 24 Ord Feb 24
WHITFIELD, JOHN HENRY, Thurlby, Lincs, Farmer Peterborough Pet Feb 26 Ord Feb 26

Amended notice substituted for that published in the London Gazette of Feb 25:

WRIGHT, HENRY, Sand Hutton, Yorks, Farmer York Pet Feb 20 Ord Feb 20

FIRST MEETINGS.

ALLEN, GEORGE CHARLES, Ashford, Kent, Commission Agent March 20 at 9 Off Rec, 68, Castle st, Canterbury
BARBER, THOMAS FREDERIC, Carlton Colville, Suffolk, Commercial Traveller March 7 at 12 Off Rec, 8, King st, Norwich
BLAIR, FRANK ALEXANDER, (trading as F A Blair & Co), Bradford, General Agent March 11 at 11 Off Rec, 31, Manor row, Bradford
BRADSHAW, JOHN, Eddlethorpe, nr Malton, Yorks, Farmer March 10 at 11 Talbot Hotel, Malton
BROWN, JOHN GEORGE, Greta Bridge, Yorks, Farm Manager March 12 at 3 Off Rec, 8, Albert rd, Middlesbrough
BURTON, W H, High st, Marylebone, Brakesman Mar 11 at 12 Bankruptcy bldgs, Carey st
CAPON, JEPTHA CHASTON, Attleborough, Norfolk, Licensed Victualler March 8 at 12.30 Off Rec, 8, King st, Norwich
CARR, F STATTER, East Putney March 7 at 11.30 24, Railway app, London Bridge
COATES, ALFRED JAMES, Leonard Stanley, Glos, Butcher March 8 at 12 Off Rec, Station rd, Gloucester
CORDERY, ARTHUR WILLIAM CHAMBERS, Acton, Coal Merchant March 7 at 12 Off Rec, 95, Temple chmbrs, Temple av
CREED, THOMAS THORNTON, Three Colt st, Limehouse, Insurance Agent March 10 at 11 Bankruptcy bldgs, Carey st
EVERALL, THOMAS, Ludlow, Salop, Cattle Dealer March 7 at 3 Feathers Hotel, Ludlow
GARDNER, ELIAS CECIL, West Chiltington, Sussex, Farmer March 13 at 2 Off Rec, 4, Pavilion bldgs, Brighton
GILMAN, ROBERT HENRY, and JOHN WILLIAM GILMAN, Ganley, Clothiers March 10 at 2.30 North Stafford Hotel, Stoke upon Trent
GLEIM, FREDERICK EDWARD, and LUCIANO BRETTAUER, Manchester, General Shipping Merchants March 7 at at 2.30 Off Rec, Byrom st, Manchester
GOODWIN, WILLIAM, Workington, Grocer March 17 at 2.45 Court house, Cockermouth
HENDY, JAMES, Cadoxton juxta Barry, Glam, House Painter March 8 at 11 117, St Mary st, Cardiff
JAMES, WILLIAM, Aberdare, Collier March 7 at 2 135, High st, Merthyr Tydfil
JOHN, JAMES THOMAS, Swansea, Shop Assistant March 7 at 12.30 Off Rec, 31, Alexandra rd, Swansea
KENYON, ARTHUR, Wentbridge, Yorks, Farmer March 7 at 11 Off Rec, 6, Bond ter, Wakefield
LAWS, GEORGE ROBERT, Gt Yarmouth March 7 at 12.30 Off Rec, 8, King st, Norwich
LILLEY, SARAH, Newcastle on Tyne, Theatrical Costumier March 7 at 11.30 Off Rec, 30, Mosley st, Newcastle on Tyne
MACKRILL, HENRY WILLIAM, Kintbury, Berks, Baker March 7 at 12 1, St Aldate's, Oxford
MANNERS, GEORGE ROBERT, Holme on Spalding Moor, Yorks, Saddler March 7 at 11 Off Rec, Trinity House In, Hull
MARSLAND, SAMUEL, Manchester, Shipping Agent March 11 at 11.30 Off Rec, 31, Manor row, Bradford
PASSMAN, JOHN WILLIAM, Middlesbrough, Fruiterer March 14 at 12.30 Off Rec, Albert rd, Middlesbrough
PAYNE, THOMAS HENRY, and WILLIAM ROBERTSON, Leicester, Boot Manufacturers March 7 at 12.30 Off Rec, 1, Berridge st, Leicester
QUINCEY, EDWARD ROBERT, and THOMAS LINDLEY QUINCEY, Kettering Shoe Manufacturers March 10 at 2.30 Royal Hotel, Kettering
SEFTON, GEORGE EDWARD, Malvern Link, Worcester, Builder March 8 at 11.30 45, Copenhagen st, Worcester
SHAW, ALEXANDER FLETCHER, Ilkeston, Farmer March 7 at 3 Off Rec, 47, Full st, Derby
SHEEHAN, GODFREY, Liverpool, Grocer March 12 at 12 Off Rec, 35, Victoria st, Liverpool
SKASE, THOMAS, Folkestone, Carriage Builder March 20 at 9 30 Off Rec, 68, Castle st, Canterbury
SPENCER, GEORGE, Luddington, Lincs, Farmer March 10 at 1.30 The Lowther Hotel, Goole
THOMAS, JOHN, Quaker's yard, Glam, Collier March 10 at 3 125, High st, Merthyr Tydfil
THOMAS, JOHN, Swansea, Grocer March 7 at 12 Off Rec, 31, Alexandra rd, Swansea
WHEATLEY, EDWARD WILLIAM, Westminster, Licensed Victualler March 10 at 2.30 Bankruptcy bldgs, Carey st
WILLIAMS, BENJAMIN, Strelley, Notts March 7 at 3 Off Rec, 4, Castle pl, Park st, Nottingham

Amended notices substituted for those published in the London Gazette of Feb 21:

DACOMBE, ALFRED HUBERT, Branksome, Dorset, Builder March 3 at 12.15 The Grand Hotel, Bournemouth
HARRISON, SAMUEL HYMAN, Norwich, Metal Merchant March 3 at 12 30 Off Rec, 8, King st, Norwich
PAULING, LYNDOE CHRISTMAS, Norwich, Butcher March 3 at 1 Off Rec, 8, King st, Norwich

ADJUDICATIONS.

ABRAHAMS, GEORGE, Kintbury, Berks, Baker Newbury Pet Jan 20 Ord Feb 24
ALLEN, GEORGE CHARLES, Ashford, Commission Agent Canterbury Pet Feb 22 Ord Feb 22
ASH, CHARLES FREDERICK JAMES, Upper Thames st, Iron Merchant High Court Pet Dec 24 Ord Feb 24
BAKER, HENRY EDWARD, Evelyn gdns, Captain in H M Army High Court Pet Oct 15 Ord Feb 24
BANNER, WILLIAM, East Harlsey, Yorks, Grocer Northallerton Pet Feb 22 Ord Feb 22
BARGATE, ARTHUR FREER, Lawrence ln, Cheapside, Merchant High Court Pet Aug 15 Ord Feb 25
BIRD, ALFRED JAMES, Nelson rd, Hornsey High Court Pet Sept 12 Ord Feb 24
BLAIR, FRANK ALEXANDER, Bradford, General Agent Bradford Pet Feb 24 Ord Feb 24
BROWN, DAVID, Port Talbot, Glam, Steel Works Labourer Aberavon Pet Feb 26 Ord Feb 26
COLLEY, JAMES, Morecambe, Boarding house Keeper Preston Pet Feb 26 Ord Feb 26
COLLINS, THOMAS, Laurence Pountney hill, Builder and Contractor High Court Pet Dec 31 Ord Feb 25
COOKE, JAMES, Castle Bromwich, Warwick, Farmer Birmingham Pet Jan 13 Ord Feb 25
CORDERY, ARTHUR WILLIAM CHAMBERS, Acton, Coal Merchant Brentford Pet Feb 11 Ord Feb 25
COULTHARD, THOMAS, Bishop Auckland, Durham, Wine Merchant Durham Pet Feb 25 Ord Feb 25
CROOKES, JOSEPHUS, Walkley, Sheffield, Joiner Sheffield Pet Feb 24 Ord Feb 24
DAVIES JAMES JEFFERY, Aberdare, Painter Aberdare Pet Feb 24 Ord Feb 24
ELLIS, GEORGE SIDNEY, Putney, Fruiterer Wandsworth Pet Feb 24 Ord Feb 24
ELLIS, HUGH, Menai Bridge, Anglesey, Licensed Victualler Bangor Pet Feb 25 Ord Feb 25
EVANS, JAMES, Merthyr Tydfil, Greengrocer Merthyr Tydfil Pet Feb 24 Ord Feb 24
FLETCHER, HENRY, Ilkeston, Derby, Painter Derby Pet Feb 25 Ord Feb 25
FORD, ARTHUR ERNEST, Watford, Herts, Bricklayer St Albans Pet Feb 21 Ord Feb 22
GALLOWAY, MATTHEW, Kingston upon Hull, Farmer Kingston upon Hull Pet Feb 25 Ord Feb 25
GOLDSMITH, HERBERT JOHN, Croydon, Ironmonger Croydon Pet Feb 24 Ord Feb 24
GULLICK, THEOPHILUS, Bath, Stockbroker Bristol Pet Feb 18 Ord Feb 18
HAINES, BRUCE ALFRED, Burton on Trent, Boot Maker Burton on Trent Pet Feb 24 Ord Feb 24
HALL EDWIN NASH, Walsall, Patent Leather Dresser Walsall Pet Feb 21 Ord Feb 21
HARVEY, ELI, Bloxwich, Staffs, Grocer Walsall Pet Feb 20 Ord Feb 20
HAY, GEORGE KISSACH, Cambridge Cambridge Pet Feb 25 Ord Feb 25
HEATON, JOSEPH, Barnsley, Builder Barnsley Pet Feb 25 Ord Feb 25
HILLIER, ISAAC, Gillingham, Kent, Market Gardener Rochester Pet Feb 22 Ord Feb 22
LANGLEY, RICHARD JOSEPH, Bath st, City rd, Collar Dresser High Court Pet Jan 23 Ord Feb 25
LEAPMAN, SYDNEY, Eastbourne, Merchant Eastbourne Pet Feb 8 Ord Feb 24
MANNING, FRANCIS, Blaina, Mon, Boot Dealer Tredegar Pet Feb 25 Ord Feb 25

MARSLAND, SAMUEL, Manchester, Shipping Agent Bradford Pet Feb 25 Ord Feb 25

MARTIN, EDWIN, Crediton Exeter Pet Feb 24 Ord Feb 24

MASCALL, ALFRED GEORGE, Middlesbrough, Jeweller Middlesbrough Pet Feb 25 Ord Feb 25

MAYOR, RUDOLPH, Brixton High Court Pet Jan 1 Ord Feb 28

MOORE, GEORGE, Gt Yarmouth Gt Yarmouth Pet Feb 25 Ord Feb 25

MORTIMER, FRANCIS WILLIAM, Richmond rd, Paddington, Clerk High Court Pet Feb 25 Ord Feb 25

NEWMAN, JAMES, Evenlode Worcester, Builder Cheltenham Pet Feb 24 Ord Feb 24

NORTHEND, JOSEPH, Leeds, Painter Leeds Pet Feb 26 Ord Feb 26

PEXTON, JOHN HENRY, East Lutton, nr Driffield, Farmer Kingston upon Hull Pet Feb 26 Ord Feb 26

PHILLIPS, FRANCIS, Ringwood, Hants, Farmer Salisbury Pet Jan 15 Ord Feb 25

RIGBY, FREDERIC JOHN, Cromer, Pianoforte Dealer Norwich Pet Feb 24 Ord Feb 24

SANDGROUND, DAVID Bethnal Green rd, Furniture Manufacturer High Court Pet Nov 25 Ord Feb 26

SHABER ARTHUR CHARLES, Brighton, Builder Brighton Pet Feb 25 Ord Feb 25

SOWDEN, GEORGE, Bradford, Ironmonger Bradford Pet Feb 27 Ord Feb 27

SPENCER GEORGE, Luddington, Lincs, Farmer Wakefield Pet Feb 24 Ord Feb 24

SUMMERS, FRANK, Abertillery, Mon, Butcher Tredegar Pet Feb 24 Ord Feb 24

WATT, THOMAS, Wood Green, Postmaster Edmonton Pet Aug 1 Ord Feb 22

WHITFIELD, JOHN HENRY, Thurlby, Lincs, Farmer Peterborough Pet Feb 23 Ord Feb 26

WOOLERTON, HARRY WILLIAM WALTER, Aston New Town, Baker Birmingham Pet Feb 12 Ord Feb 25

Amended notice substituted for that published in the London Gazette of Feb 25:

WRIGHT, HENRY Sand Hutton, Yorks, Farmer York Pet Feb 20 Ord Feb 20

London Gazette.—TUESDAY, MAR. 4.

RECEIVING ORDERS.

ALLEN, ALFRED, Lewisham, Meat Carrier High Court Pet Feb 28 Ord Feb 28

APSEY, ORLANDO GEORGE, Evercreech, Somerset, Farmer Wells Pet Jan 31 Ord Feb 28

AUSTIN, CHARLES, Rodbourne Cheney, Wilts, Road Car Proprietor Swindon Pet Feb 27 Ord Feb 27

AYREY, ROBERT, Darlington, Flour Dealer Stockton on Tees Pet Feb 26 Ord Feb 26

BARNARD, THOMAS ALBERT, Madley, Hereford, Grocer Hereford Pet Feb 27 Ord Feb 27

BATEMAN, JOHN, Coventry, Cattle Dealer Coventry Pet Feb 28 Ord Feb 28

BISHOP, JOSEPH CLAPTON, Northampton, Butcher Coventry Pet Feb 27 Ord Feb 27

BRENCHLEY, HENRY STAFFORD, Normanton Derby Pet Jan 31 Ord Feb 28

CRAVEN, WILLIAM HOPPER, Hutton Bussel, Yorks, Farmer Scarborough Pet Feb 28 Ord Feb 28

DEANE, EDWIN Oval chmbrs, Kennington Oval, House Decorator High Court Pet Feb 27 Ord Feb 27

DEWER, ABEL, Redruth, Cornwall, Baker Truro Pet March 1 Ord March 1

FOWLER, THOMAS EDWARD, Bicester, Oxford, Corn Dealer Oxford Pet March 1 Ord March 1

FURBER, HARRY, Morden, nr Wareham, Dorset, Blacksmith Poole Pet Feb 27 Ord Feb 27

GAVIN, WILLIAM ALOYSIUS, Enfield, Publisher Edmonton Pet Jan 30 Ord Feb 26

GRINDLEY, ELIZABETH, Chester, General Draper Chester Pet Feb 28 Ord Feb 28

HARRIS, RICHARD, Gorleston, Butcher Gt Yarmouth Pet Feb 28 Ord Feb 28

HENNESSEY, GEORGE, Nottingham Nottingham Pet Feb 27 Ord Feb 27

HUBBARD, ALFRED ELEIGHT, Walsall, Milliner Walsall Pet Feb 26 Ord Feb 26

JAMES, GEORGE, Hirwain, Glam, Labourer Aberdare Pet Feb 28 Ord Feb 28

KAPELLE, THOMAS, Bedford Bedford Pet March 1 Ord March 1

KING, ALBERT WILLIAM, Leigh on Sea, Essex, Grocer Chelmsford Pet Feb 26 Ord Feb 26

LEEDALE, ALICE ANN, Smallbridge, nr Rochdale, Oil Merchant Rochdale Pet Feb 26 Ord March 1

LEWIS, ARTHUR, Cardiff, Contractor Cardiff Pet Feb 26 Ord Feb 26

LINNEY, THOMAS, Earl Shilton, Leicester, Hosiery Manufacturer Leicester Pet Feb 28 Ord Feb 28

MANNING, JOSEPH, Leicester, Carter Leicester Pet Feb 28 Ord Feb 28

MERRYWEATHER, WILLIAM HENRY, Middlesbrough, Labourer Middlesbrough Pet Feb 28 Ord Feb 28

OAKES, HARRY JOHN, East Dereham, Norfolk, Tailor Norwich Pet Feb 28 Ord Feb 28

PHIPPS, CHARLES LEONARD, Rushden, Northampton, Clicker Northampton Pet Feb 28 Ord Feb 28

POCOCK, ELIZABETH, Pontypool, Mon, Furniture Dealer Newport, Mon Pet Feb 28 Ord Feb 28

SCAMMELL, EMMA, and HANNAH SCAMMELL, Cowes, I of W, Costumiers Newport Pet March 1 Ord March 1

SEATON, ALFRED CHARLES, Fonestone rd, Earl's Court High Court Pet Jan 31 Ord Feb 27

SENIOR, GEORGE, Kingston upon Hull, Mechanical Engineer Kingston upon Hull Pet March 1 Ord March 1

SOWDEN, GEORGE, Bradford, Ironmonger Bradford Pet Feb 27 Ord Feb 27

TOOLE, WILLIAM ROCHFORD, Buxton, Tobacconist Stockport Pet Feb 27 Ord Feb 27

TREZISE, JOHN, St Just in Penwith, Cornwall, Grocer Truro Pet March 1 Ord March 1

WENSLEY, HENRY, Cardiff, Hay Merchant Cardiff Pet Feb 11 Ord Feb 26

WRIGHT, NAT, jun, Sheffield Sheffield Pet Feb 18 Ord Feb 26

FIRST MEETINGS.

ALLEN, ALFRED, Lewisham, Meat Carrier March 13 at 12 Bankruptcy bldgs, Carey st

APSEY, ORLANDO GEORGE, Evercreech, Somerset, Farmer March 12 at 11.15 Off Rec, 26, Baldwin st, Bristol

BATEMAN, JOHN, Coventry, Cattle Dealer March 11 at 12 Off Rec 17, Hertford st, Coventry

BISHOP, JOSEPH CLAPTON, Northampton, Butcher March 17 at 12 Off Rec, 17, Hertford st, Coventry

BROWN, WILLIAM, Liverpool, French Polisher March 12 at 2 Off Rec, 35, Victoria st, Liverpool

COOKE, JAMES, Bromwich, Warwick, Farmer March 14 at 11 174, Corporation st, Birmingham

COX, RICHARD, Croydon, Builder March 12 at 12.30 24, Railway app, London Bridge

DAVIES, JAMES JEFFERY, Aberdare, Painter March 12 at 3 135, High st, Merthyr Tydfil

DEANE, EDWIN, Kennington Oval, House Decorator March 11 at 11 Bankruptcy bldgs, Carey st

DINGWALL, ELMIT ANDREW, Crowle, Lincs, Tailor March 11 at 12.30 Off Rec, Figtree ln, Sheffield

ELLIS, GEORGE SIDNEY, Putney, Fruiterer March 13 at 12.30 24, Railway app, London Bridge

ELMORE, ALBERT, Ampthill, Beds, Potato Merchant March 11 at 12 Off Rec, Bridge st, Northampton

EVANS, JAMES, Merthyr Tydfil, Greengrocer March 13 at 12 135, High st, Merthyr Tydfil

FIELDER-KING, ADA CATHERINE, Ryde, I of W, Spinster March 15 at 3 19, Quay st, Newport, I of W

FLETCHER, HENRY, Ilkeston, Painter March 11 at 2.30 Off Rec, 47, Full st, Derby

FORD, ARTHUR ERNEST, Watford, Herts, Bricklayer March 13 at 12 95, Temple chmbrs, Temple av

FURBER, HARRY, Morden, nr Wareham, Dorset, Blacksmith March 11 at 12.30 Off Rec, Endless st, Salisbury

GOLDSMITH, HERBERT JOHN, Croydon, Ironmonger March 14 at 11.30 24, Railway app, London Bridge

GREENFIELD, WILLIAM, Weybridge, Surrey, Builder March 13 at 11.30 24, Railway app, London Bridge

GULLICK, THEOPHILUS, Bath, Stockbroker March 12 at 11.30 Off Rec, 26, Baldwin st, Bristol

HAMBLETON, JOHN, Mossley, Cheshire March 12 at 2.30 Off Rec, Byrom st, Manchester

HARRIS, WILLIAM, Abergwynfi, Glam, Labourer March 15 at 11.30 Off Rec, 31, Alexandra rd, Swansea

HEATON, JOSEPH, Barnsley, Builder March 11 at 10.15 Off Rec, Regent st, Barnsley

HENNESSEY, GEORGE, Nottingham March 12 at 11 Off Rec, 4, Castle pl, Park st, Nottingham

HILLIER, ISAAC, Gillingham, Kent, Market Gardener March 17 at 12.15 115, High st, Rochester

HOARE, STEPHEN, Buckfastleigh, Devon March 17 at 11 6, Athenæum ter, Plymouth

HOLYOAKE, WILLIAM, Sheepy Magna, Leicester, Blacksmith March 13 at 11 174, Corporation st, Birmingham

JONES, JOHN EDWARD, Llanrug, Carnarvon, Drug Dealer March 12 at 12.30 Crypt chmbrs, Eastgate row, Chester

KNOWLES, WILLIAM, Wolstanton, Staffs, Builder March 11 at 11.30 Off Rec, Newcastle under Lyme

LEWIS, THOMAS, Cardiff, Licensed Victualler March 1 at 12 117, St Mary st, Cardiff

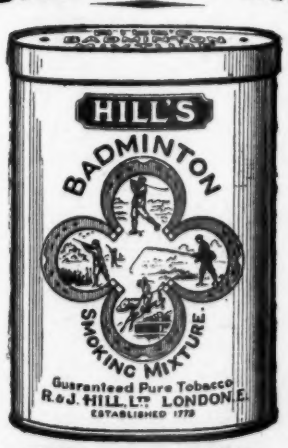
MACHIN, ALBERT, Longton, China Decorator March 13 at 11.30 Off Rec, Newcastle under Lyme

MANNING, JOSEPH, Leicester, Carter March 11 at 12.30 Off Rec, 1, Berridge st, Leicester

MARSTON JAMES ALBERT, Sheffield March 11 at 1 Off Rec, Figtree ln, Sheffield

MARTIN, EDWIN, Crediton March 20 at 10.30 Off Rec, 13, Bedford circus, Exeter

HILL'S
BADMINTON



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1S. " 2 " " | 4S. " ½-LB. "

Also Smoke Hill's
BADMINTON MIXTURE CIGARETTES.

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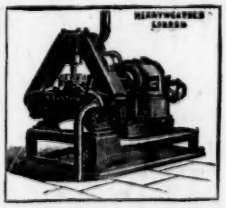

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"London Brigade" Hand Fire Pump - £5 5 0
(With which one person can attack a fire unaided, and by which three-fourths of the fires in London are put out every year.)
"Chute" Fire Escapes, from - - £5 0 0
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Pressure Augmentors for High Buildings where water service is at low pressure.
SPECIAL SPRINKLERS FOR LIFT SHAFTS.
Write for Pamphlets, post-free.

MERRYWEATHERS', 63, Long Acre, W.C., LONDON.

MUDDIMAN, JOSEPH ESSEX, Aston, Warwick, Baker March 12 at 12 174, Corporation st, Birmingham

NORTHEND JOSEPH, Leeds, Painter March 12 at 11 Off Rec, 22, Park row, Leeds

PERRY, WILLIAM BUNE, Hoole, Chester, General Merchant March 12 at 12 Crypt chmbrs, Eastgate row, Chester

PIDGEON FRED JAMES, Ilkeston, Baker March 11 at 3 Off Rec, 47, Full st, Derby

RAWSLEY, WALTER TOPPING, Holloway, Licensed Victualler March 12 at 11 Bankruptcy bldgs, Carey st

RAWLINSON, ALFRED JOHN, New Broad st, Accountant March 14 at 12 Bankruptcy bldgs, Carey st

RAYDON FRANK, Borough High st, Hop Factor March 12 at 12 Bankruptcy bldgs, Carey st

RIGBY, FREDERIC JOHN, Cromer, Music Dealer March 12 at 10 30 Off Rec, 8, King st Norwich

SEABER, ARTHUR CHARLES, Brighton Builder March 13 at 10 30 Off Rec, 4, Pavilion bldgs, Brighton

SELLARS, WILLIAM HENRY, Grange la, nr Rotherham, Yorks, Farmer March 11 at 12 Off Rec, Figtree la, Sheffield

SOWDEN, GEORGE, Bradford, Ironmonger March 13 at 11 Off Rec, 31, Manor row, Bradford

SPURGEON, THOMAS, Mundesley, Norfolk, Butcher March 15 at 12.30 Off Rec, 8, King st, Norwich

STANILAND, GEORGE WILLIAM, Croxton Kerrial, Leicester, Farmer and Grazier March 12 at 12 Off Rec, 4, Castle pl, Park st, Nottingham

TAYLOR, FRANK, STEWARD Gloucester ter, Paddington, Architect Mar 12 at 2 30 Bankruptcy bldgs, Carey st

THOMPSON, THOMAS, Middlesbrough, Furniture Dealer March 14 at 12 30 Off Rec, 8, Albert rd, Middlesbrough

THORNE, EDWIN RICHARD, Orpington, Kent, Builder March 12 at 11 30 24 Railway app, London Bridge

TILBROOK, THOMAS FREDERICK, North Clifton, Notts, Schoolmaster March 12 at 11.30 Off Rec, 4, Castle pl, Park st, Nottingham

WARMAN, PERCY EDWIN, Cricklewood March 14 at 11 Bankruptcy bldgs, Carey st

WARWICK, CHARLES JOSEPH Woodstone, Hunts, Butcher March 11 at 11.45 Law Courts, Peterborough

WILLIAMS, JOHN EDWARD, Crowland, Lincs, Potato Merchant March 11 at 12 Law Courts, Peterborough

WOOLLERTON, HARRY WILLIAM WALTER, Aston New Town, Warwick, Baker March 12 at 11 174, Corporation st, Birmingham

ZUSMAN, SAMUEL, Llanbradach, Glam Outfitter March 11 at 12 134, High st, Merthyr Tydfil

ADJUDICATIONS.

ALLEN, ALFARD, Lewisham, Meat Carrier High Court Pet Feb 28 Ord Feb 28

AUSTIN, CHARLES, Rodbourne Cheney, Wilts, Road Car Proprietor Swindon Pet Feb 27 Ord Feb 27

BARNARD, THOMAS ALBERT, Madley, Herefords Grocer Hereford Pet Feb 27 Ord Feb 27

BATEMAN, JOHN, Coventry, Cattle Dealer Coventry Pet Feb 26 Ord Feb 26

BIRKETT, THOMAS WILLIAM, Haltwhistle, Northumberland, Grocer Carlisle Pet Jan 23 Ord Feb 28

BISHOP, JOSEPH CLAPTON, Northampton, Butcher Coventry Pet Feb 27 Ord Feb 27

BROWN, WILLIAM, Liverpool, French Polisher Liverpool Pet Feb 5 Ord Feb 27

COLLIER JAMES WALGRAVE, Downton, Wilts, Woolstapler Salisbury Pet Feb 6 Ord Feb 28

CRAVEN WILLIAM HOPPER HUTTON RUSSEL, Yorks, Farmer Scarborough Pet Feb 28 Ord Feb 28

DEANE, EDWIN, Kennington Oval, House Decorator High Court Pet Feb 27 Ord Feb 27

DOWER, ABEL, Redruth, Cornwall, Baker Truro Pet March 1 Ord March 1

EMES HENRY EDWARD, Pedders End, Grocer Edmonton Pet Jan 28 Ord Feb 28

FIELDER KING, ADA CATHERINE, Ryde, I of W Newport Pet Feb 15 Ord March 1

FOWLER, THOMAS EDWARD, Bicester, Oxford, Corn Dealer Oxford Pet March 1 Ord March 1

FURBER HARRY, Morden, nr Wareham, Dorset, Blacksmith Poole Pet Feb 27 Ord Feb 27

GARDNER, ELIAS CECIL, West Chiltington, Sussex, Farmer Brighton Pet Feb 26 Ord Feb 27

GRINDLEY, ELIZABETH, Chester, General Draper Chester Pet Feb 28 Ord Feb 28

HENNESSEY, GEORGE, Nottingham Nottingham Pet Feb 27 Ord Feb 27

HUBBARD, ALFRED PLEIGHT, Walsall, Milliner Walsall Pet Feb 26 Ord Feb 26

JAMES, GEORGE, Hirwain, Glam, Labourer Aberdare Pet Feb 28 Ord Feb 28

KING, ALBERT WILLIAM, Leigh on Sea, Essex, Grocer Chelmsford Pet Feb 26 Ord Feb 26

LEEDALE, ALICE ANN, Smallbridge, nr Rochdale, Oil Merchant Rochdale Pet Feb 26 Ord March 1

LEWIS ARTHUR, Cardiff, Contractor Cardiff Pet Feb 21 Ord Feb 28

LIEBES, LOUIS, Redcross st High Court Pet Dec 31 Ord Feb 24

LINNEY, THOMAS, Earl Shilton, Leicester, Hosiery Manufacturer Leicester Pet Feb 28 Ord Feb 28

MANNING, JOSEPH, Leicester, Carter Leicester Pet Feb 26 Ord Feb 26

MERRYWEATHER, WILLIAM HENRY, Middlesbrough, Labourer Middlesbrough Pet Feb 28 Ord Feb 28

OAKES, HARRY JOHN, East Dereham, Norfolk, Tailor Norwich Pet Feb 28 Ord Feb 28

PANTRIDGE, JOHN, Chesterfield, Derby, Builder Chesterfield Pet Jan 30 Ord Feb 27

PERRY, WILLIAM BUNE, Hoole, Chester, General Merchant Chester Pet Feb 18 Ord Feb 28

PHIPPS, CHARLES LEONARD, Rushden, Northampton, Clicker Northampton Pet Feb 26 Ord Feb 26

POCOCK, ELIZABETH, Pontypool, Mon, Furniture Dealer Newport (Mon) Pet Feb 28 Ord Feb 28

SCAMMELL, EMMA, and HANNAH SCAMMELL, Cowes, I of W, Costumiers Newport Pet March 1 Ord March 1

SEPTON, GEORGE EDWARD, Malvern Link, Worcester, Builder Worcester Pet Jan 11 Ord Feb 24

SENIOR, GEORGE, Kingston upon Hull, Mechanical Engineer Kingston upon Hull Pet March 1 Ord March 1

SMITH, BEN and BOCOCK, JAMES, Bacup, Lancs, General Builders Rochdale Pet Jan 11 Ord Feb 27

TOOLE, WILLIAM ROCHFORD, Buxton, Derby, Tobacconist Stockport Pet Feb 27 Ord Feb 27

TREZISE, JOHN, St Just in Penwith, Cornwall, Grocer Truro Pet March 1 Ord March 1

VARLEY, HERBERT STANLEY, Tooley st, East India Merchant High Court Pet Dec 30 Ord Feb 28

WALPOLE, ALFRED, Burdett rd, Bow High Court Pet Dec 21 Ord Feb 27

WELLSTEED, GEORGE JOHN, Southsea, Watchmaker Portsmouth Pet Nov 5 Ord Feb 27

WHEATLEY, C H, Gt Russell st, Bloomsbury High Court Pet Dec 11 Ord Feb 27

Amended notice substituted for that published in the London Gazette of Feb 25:

HAMBLETON, JOHN Mossley, Cheshire Ashton under Lyne Pet Feb 21 Ord Feb 21

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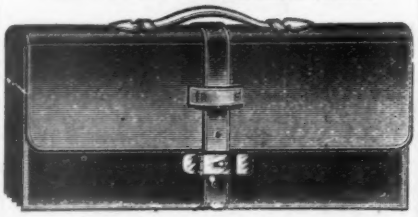

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Thursday, March 20.	Thursday, Aug. 21.
Thursday, April 3.	Thursday, Sept 4.
Thursday, April 17.	Thursday, Sept. 18.
Thursday, May 1.	Thursday, Oct. 2.
Thursday, May 15.	Thursday, Oct. 16.
Thursday, June 5.	Thursday, Nov. 6.
Thursday, June 19.	Thursday, Nov. 20.
Thursday, July 3.	Thursday, Dec. 4.
Thursday, July 17.	Thursday, Dec. 18.
Thursday, Aug. 7.	

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Wednesday, April 2.	Wednesday, Sept. 3.
Wednesday, April 16.	Wednesday, Sept. 17.
Wednesday, May 7.	Wednesday, Oct. 1.
Wednesday, May 21.	Wednesday, Oct. 15.
Wednesday, June 4.	Wednesday, Nov. 5.
Wednesday, June 18.	Wednesday, Nov. 19.
Wednesday, July 2.	Wednesday, Dec. 3.
Wednesday, July 16.	Wednesday, Dec. 17.
Wednesday, Aug. 6.	

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